



**INVITATION TO BID**  
**LAKE HAVASU CITY, ARIZONA**

**ITB NO.: B10-0098**

**FOR**

**Transit Facility Office Furniture**

**Lyle A. Block, CPPB, Procurement Official**  
**E-Mail: [blockl@lhcaz.gov](mailto:blockl@lhcaz.gov)**

\*\*\*\*\*

**FINANCE DEPARTMENT**  
**2330 McCulloch Blvd N**  
**Lake Havasu City, AZ 86403**  
**Phone: (928) 855-2116 Fax: 928-855-0551**

\*\*\*\*\*

**BID CLOSING DATE: October 15, 2010**

**BID CLOSING TIME: 3:00 p.m., ARIZONA TIME**

**BID OPENING ON THE SAME DAY at 3:00 p.m.**

\*\*\*\*\*

**Pre-Bid Conference: None**

\*\*\*\*\*

**SUBMITTED BY:**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

An electronic copy of this ITB and attachments, if any, may be available from the Lyle A. Block, CPPB, Procurement Official or the City's website: [lhcaz.gov](http://lhcaz.gov). All ITB documents shall be submitted in hard copy. Electronic or e-mailed submissions shall be rejected.

## ITB NO.: B01-0098

### ITB TITLE: Transit Facility Office Furniture

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
SECTION A - INVITATION TO BID.....	3
SECTION B - INSTRUCTIONS TO BIDDERS .....	4
SECTION C - CONTRACT TERMS AND CONDITIONS.....	8
SECTION D - EMPLOYMENT ELIGIBILITY VERIFICATION FORM.....	16
SECTION E - ADDITIONAL TERMS AND CONDITIONS .....	16
A. Contract Term.....	16
B. Estimated Purchases.....	16
C. Add/Delete Items. ....	16
D. Purchase Orders.....	16
E. Packing and Shipping. ....	16
F. Terms of Payment.....	17
G. Invoice.....	17
H. American Recovery and Reinvestment Act. ....	17
1. Davis Bacon Act.....	17
2. American Iron, Steel, and Manufactured Goods.....	22
I. Licenses / Permits.....	22
SECTION F - INSURANCE REQUIREMENTS .....	23
SECTION G - NO BID NOTIFICATION .....	24
SECTION H - TECHNICAL SPECIFICATIONS.....	25
A. Scope of Work. ....	25
B. Contractor's Responsibilities: .....	25
C. Work By Others:.....	31
D. Owner's Responsibilities: .....	32
E. City's Representative During Construction: .....	32
F. Changes In Work. ....	34
G. Change Of Contract Price: .....	35
H. Change Of Contract Time: .....	38
I. Warranty and Guarantee - Tests and Inspections; Correction, Removal or Acceptance of Defective Work: .....	40
J. Payments To Contractor And Subcontractor And Completion: .....	43
K. Suspension Of Work And Termination: .....	51
L. Arbitration: .....	53
M. Miscellaneous: .....	53
SECTION I - BIDDER SIGNATURE PAGE .....	55
SECTION J – BIDDING SHEETS PRICE SCHEDULE .....	57
SECTION K - EXCEPTIONS TO SPECIFICATIONS .....	61
SECTION L - REFERENCES.....	62
Attachment A – Transit Division Facility Layout.....	63

## SECTION A - INVITATION TO BID

**ITB NO.: B10-0098**

**ITB TITLE: Transit Facility Office Furniture**

**ITB DESCRIPTION:** Lake Havasu City is seeking to identify one bidder who will provide a turn key solution to supply and install the new office furniture products as specified in this solicitation for the City's Transit Facility. Project funding is provided by the American Recovery and Reinvestment Act (ARRA) of 2009. ARRA requires that all products be certified as "Made in America" by the manufacture of each product supplied. In addition, wages paid to perform the on-site installation shall comply with Davis-Bacon Act wage determinations as required and described herein.

Notice is hereby given that sealed bids for Invitation To Bid Number (ITB): **B10-0098** for ITB Title: **Transit Facility Office Furniture** shall be received by the **City Clerk's Office, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403**, until **3:00 p.m. Arizona Time on October 15, 2010**. All bids received in proper form shall be publicly opened and read aloud on the same day at 3:00 p.m., Room 109, City Hall, 2330 McCulloch Boulevard N., Lake Havasu City, Arizona, 86403.

**It is the sole responsibility of the Bidder to ensure the City receives the bid by the specified time. ALL BIDS MUST BE TIME STAMPED BY THE CITY BY THE STATED DEADLINE.** All late bids shall be rejected.

The outside of the sealed package must be clearly marked "**Sealed Bid**" with the **Bidder's Name, Address, Bid Title and Number**, and the **Closing Date**. **Bidder will submit one (1) original and two (2) complete copies of the bid response.** Bidder should retain a copy for their records. All bids must be completed in ink or typewritten on a form to be obtained from the ITB documents and returned by the time cited above.

**Pre-Bid Conference: None**

The following **MAY** be required, as stipulated in the bid. If required, they are to be submitted either with the bid or when the signed contract has been returned to the City.

**BID SECURITY:** ☐ YES ☒ NO Bid security in the form of a certified check or cashier's check payable to Lake Havasu City, or a satisfactory bid bond, in the amount of ten percent (10%) of the Contract total shall be submitted with each bid.

**CERTIFICATE OF INSURANCE:** The successful Bidder shall be required to submit a standard insurance certificate as evidence of compliance with the contract insurance requirements. This shall be sent to the City with the agreement before execution by the City and prior to commencing work.

*Pursuant to the Americans with Disabilities Act (ADA), Lake Havasu City endeavors to ensure the accessibility of all of its programs, facilities and services to all persons with disabilities. If you need an accommodation for ITB meetings, please contact the City Clerk's Office, at (928) 453-4142. Please provide 24 hours notice so accommodations may be arranged.*

Publication Dates: September 30, October 1, 2, 3, 2010

## SECTION B - INSTRUCTIONS TO BIDDERS

1. **Bid Format.** Bid must be typewritten with a font size no less than 11 points or prepared in ink and must be submitted on the form(s) provided in the Invitation To Bid. Bidders shall return all information and forms as required on the Bidder's response sheet. Failure to complete all required forms may result in the bid being rejected as non-responsive. Bidder must submit one (1) original and two (2) copies of the bid document.
  - a. Unsigned offers will be considered non-responsive and will be rejected.
  - b. Erasures, interlineations or other modifications in the bid must be initialed by a duly authorized vendor or representative and must be the same person that signs the vendor(s) offer.
  - c. In case of error in the extension of prices in the bid, the unit price will govern. No bid shall be altered, amended, or withdrawn after the specified bid closing date and time.
  - d. It is the responsibility of the Bidder to examine the entire bid package and seek clarification of any item or requirement that may not be clear and to check Bidder responses for accuracy before submitting a bid.
  - e. All bids shall be submitted in a sealed package and must be clearly marked "**Sealed Bid**" with the **Bidder's Name, Address, ITB Number and Title**, and the **Closing Date**. Bid packages with insufficient postage will not be accepted by Lake Havasu City.
  - f. Lake Havasu City reserves the right to accept or reject any or all bids or any part thereof and waive informalities deemed in the best interest of the City.
2. **Bid Requirements.** The following forms must be completed, signed and submitted with the vendor's offer to be responsive and must include, but not limited to, the **COVER PAGE, BIDDER SIGNATURE PAGE, BID PRICE SCHEDULE, EXCEPTIONS TO SPECIFICATIONS** (if applicable), and **REFERENCES**. Bids must be signed by a duly authorized representative of the vendor. If a bid is signed by an agent of the Bidder, a Power of Attorney showing the authority of the agent to sign must be submitted with the bid or the bid shall be rejected. **FAILURE TO SIGN AND SUBMIT THE BIDDER SIGNATURE PAGE SHALL RESULT IN REJECTION OF THE BID.**
3. **Taxes.** Bid prices shall exclude Federal Excise Tax. Federal exemption certificates will be furnished upon written request. Lake Havasu City is not exempt from the applicable Arizona Sales Tax; Arizona Sales Tax will be indicated on the pricing sheet and marked as a separate line item after the total combined bid price. The applicable tax of any political subdivision shall not be a factor in determining the award of procurement.
4. **Price to Include Cost of Delivery.** If this is a bid for goods, then unless otherwise provided in the specifications, the bid price for each item must include the cost of delivery of the item(s) FOB within Lake Havasu City limits and to the specific destination shown in the specifications.
5. **Bids Must Conform to the Specifications.** The Bidder shall adhere to the specifications stated herein. Any exception taken to these specifications shall be so stated on the returned bid proposal. Deviations from any of the requirements in the specifications or drawings **MAY RESULT IN BID REJECTION**. Lake Havasu City shall hold the Bidder to all specification requirements. There is no time limit on this requirement. Deviations discovered after the unit(s) is accepted shall be corrected at no cost to the City. Any **VERBAL** communication from the City shall not be construed as approval of the acceptability of any deviation to any requirement or as authorization for any changes or additional charges on any contract. **WRITTEN APPROVAL** is required. Any deviation from the specification, or where submitted literature does not fully support the meeting of the specification, must be clearly cited in writing by the Bidder, but no deviation below minimum specification will be accepted. If this is a bid for goods and manufacturers' names, trade names, make, model or catalog numbers are used in the Specifications, they are for the purpose of describing and establishing commercial and industrial quality levels. Bids for equivalent items will be considered provided that such items are identified by manufacturer name, trade name, make, model and catalog number. If Bidder has any question whether an item is equivalent to the item specified, Bidder must submit a request for substitution.
6. **Silence of Specification.** The apparent silence of the general provisions and specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only best commercial or industrial practice is to prevail and that only material and workmanship of first run manufacture quality are to be used.
7. **Periods of Time.** Periods of time, stated as a number of days, shall be calendar days unless otherwise specified.

8. **Descriptive Literature.** All Bidders must submit complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result in the bid being rejected.
9. **Demonstrations.** The City may, at its discretion, require a demonstration of the equipment, material or product offered as part of the bid evaluation process. The equipment, material or product shall be provided by the Bidder at no cost to the City for a period of time deemed sufficient to properly evaluate the item.
10. **Replacement Parts.** Submission of this bid shall constitute a guarantee by the Bidder that a stock of replacement parts for the specified equipment, material or product is available to Lake Havasu City.  
  
Captive parts must be available within 48 hours following the placement of an order. The Vendor shall provide part(s) delivery, to include deliveries on Saturday, Sunday and holidays if required for an emergency. If special handling and/or freight are required, the vendor will assume all charges.
11. **Substitutions.** Bidders may propose substitutions. Requests for substitutions will be considered only if physically received by the City's Finance Department, Procurement Official, not less than ten (10) days before the closing date of the bid. Substitution requests must be submitted in a package marked as follows:

Substitution Request, ITB No.: B10-0098  
Lake Havasu City  
Finance Department  
Attn: Lyle A. Block, CPPB, Procurement Official  
2330 McCulloch Blvd N  
Lake Havasu City, AZ 86403

Samples must be presented for inspection and testing if requested. Samples must be furnished at no cost to the City. If not destroyed or mutilated in testing, samples will, upon request, be returned at Bidder's expense. If a proposed item is determined to be an acceptable substitute, an addendum will be issued.

12. **Bid Withdrawal.** Any bid may be withdrawn at any time prior to the specified date and time for bid closing by delivering a written request to the Finance Director or designee at the location where bids are received signed by a duly authorized representative of Bidder. All bids shall be irrevocable for ninety (90) calendar days from the day of bid closing.
13. **Removal from Bid Mailing List.** Vendors who do not respond when they receive an Invitation To Bid will be deleted from the Bidder's list for that commodity or service. A vendor that submits a "No Bid" is considered to be responsive and will remain on the Bidder's mailing list only.
14. **Document Conflict.** In case of conflict between Specifications and the Contract Terms and Conditions and Instructions for Bidders, the specifications shall take precedence over and will be used in lieu of such conflicting portions of the Contract Terms and Conditions and Instructions to Bidders.
15. **Clarification/Protest/Question.** Any Bidder requesting clarification of or protesting or questioning any of the Specifications must submit specific questions or protests in writing (includes email) to the Procurement Official. Requests for clarification and protests must be physically received not less than seven (7) calendar days prior to the date and time of bid closing. Requests must be submitted in a package marked as follows:

Clarification/Protest/Question  
ITB No.: B10-0098  
Lake Havasu City  
Finance Department  
Attn: Lyle A Block, CPPB, Procurement Official  
2330 McCulloch Blvd N  
Lake Havasu City, AZ 86403  
Email to: blockl@lhcaz.gov

A written response will be provided to all written requests for clarification and protests, copies of which will be sent to all vendors in receipt of these bid documents. Questions will not be answered orally. Oral instructions or information concerning the specifications provided by City officers, employees, or agents to prospective Bidders shall not bind the City.

16. **Addenda.** All addenda shall be issued no later than five (5) calendar days prior to the bid closing.
17. **Addenda Acknowledgement.** Receipt of bid addenda must be acknowledged by signing and returning the appropriate procurement document and acknowledging receipt on the proposal form.

18. **Documents are Public Records.** Lake Havasu City is subject to the Arizona Revised Statutes, Title 39, Chapter 1, relating to public records. All documents, reports, bids, submittals, working papers or other materials submitted to the City by Bidders shall become the sole and exclusive property of the City and become a public record.
19. **Copies.** Bidders may request copies of current or past procurement documents. The charge per copy is payable in advance. Please call for a current per copy cost.
20. **Late Delivery of Bid.** Late bids will not be opened or considered under any circumstances. Late Bid Notification will be sent to vendor.
21. **Rejection of Bids.** The City reserves the right to waive technical defects, discrepancies and minor irregularities in a bid. The City reserves the right to re-seal any bid that was opened prematurely. The City has determined this event as a minor irregularity. The Procurement Official shall be notified and shall log the event and place it in the procurement file. The City reserves the right to award any alternatives set forth in the bid documents in its sole discretion. Bids may be rejected if there is any alteration of the bid form, additions not called for, conditional bids, incomplete bids, or irregularities of any kind. The City reserves the right to reject any bid not in compliance with the bid documents, or prescribed public bidding procedures and requirements. Written notice of rejection of all bids shall be sent to all Bidders. **ALL UNSIGNED BIDS SHALL BE REJECTED.**
22. **Collusion.** Upon evidence that collusion exists among Bidders, none of the bids of participants in such collusion will be considered. All involved bids shall be rejected. Bids in which prices are unbalanced may be rejected. The Vendor will be required to complete, notarize and submit a "No-Collusion Affidavit" upon request by the City. **Failure of the vendor to submit a properly executed affidavit upon request by the City shall be grounds for rejection of the bid.**
23. **Contract Award.**
- a. Awards will be made with reasonable promptness to the vendor(s) whose bid(s) is determined to be responsive and responsible that best conforms to the Invitation To Bid and will be the most advantageous to the City with respect to price, conformity to the specifications and other factors. Other factors to be considered may include, but are not limited to, quality, uniformity of product, and vendors past performance on other Contracts with the City.
- b. The award will be made by low bid or including but not limited to individual item, category, group or by any combination of these or other methods or by all-or-none basis that is in the best interest of the City.
- Bidders to be considered for award by category or group are not required to bid on each item. However, if all or part of the bid is awarded by category or group, only those Bidders who have inserted a bid price for each item in the category or group and who have provided either a percentage off manufacturer's list or percentage mark-up over cost for similar items not listed will be considered for award for that category.
- City reserves the right to award the Bid to a primary and an alternate Bidder for the same bid item. The alternate Bidder will be used when the primary Bidder is unable to provide the materials when required, or when such action will provide the lowest final cost to the City.
- c. A bid response is an offer by a vendor to Contract with the City based upon the terms, conditions, and specifications contained in the Invitation To Bid. Bids do not become Contracts unless and until they are accepted and an Award is made by Lake Havasu City. A Contract is formed when Lake Havasu City gives written Notice of Award(s) to the successful Bidder(s) and issues a Purchase Order. All Invitation To Bid documents, including but not limited to the specifications, terms and conditions, become the Contract and is extended to every Purchase Order for items or services contained in the submitted offer. The delivery or furnishing of any of the bid items cannot commence until a Contract is duly and properly executed.
24. **Rejection of All Bids and Cancellation of Award.** The City reserves the right to reject all bids or to cancel award of the Contract at any time before execution of the Contract by both parties if rejection of all bids or cancellation of the award is deemed to be in the City's best interest. In no event shall the City have any liability for the cancellation of award. The Bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid and Contract negotiations.
25. **Reissuance of Bid.** The City reserves the right to re-issue a subsequent procurement for this service at any time if deemed to be in the best interest of the City.

26. **Protest of Award.** A protest of award must be physically delivered to the Procurement Official within five (5) working days of the notice of award date. Packages containing protests shall be marked as follows:

Bid Award Protest, ITB No.: B10-0098  
Lake Havasu City  
Finance Department  
Attn: Lyle A Block, CPPB, Procurement Official  
2330 McCulloch Blvd N  
Lake Havasu City, AZ 86403

27. **Notice of Award.** Official Notice of Award, if any, shall be sent in the form of an "Award Letter" and shall be signed by the duly authorized Lake Havasu City Official.
28. **Vendor Registration and IRS Form.** Prior to the award of a Contract, the successful Bidder must properly fill out and complete a City Vendor Registration and IRS W-9 Form and file the documents with the City's Finance Department.
29. **Post Award Conference.** After the award has been made, the Contractor may be required to attend and participate in Post Award Conference. The purpose is to ensure the Contractor has a complete understanding of the specifications and the requirements of the Contract prior to commencing work.
30. **Disputes.** In the event any doubt or differences of opinions exists as to the items or service to be furnished hereunder, or from evaluation and/or testing of substitutes, or the interpretation of the provisions of this procurement, the decision of Lake Havasu City shall be final and binding upon all parties.
31. **Solicitation Document Conflicts.** In the event any discrepancies exist between the proposer(s) submitted response and the original solicitation document, the ITB on file with the City shall govern.
32. **Response Preparation Costs.** Costs incurred by any Bidder in preparation of a response to this Invitation To Bid shall be the sole responsibility of the Bidder and will not be reimbursed by the City.
33. **Bidder Exceptions.** Bidders that list and submit more than ten (10) separate items in "Section K – Exceptions to Specifications" shall be considered non-responsive; and said bid shall be rejected in its entirety.

## SECTION C - CONTRACT TERMS AND CONDITIONS

**Contract Documents.** This Contract includes the following Exhibits listed below and attached herein and incorporated herein by this reference:

☒ EXHIBIT 1 - EMPLOYMENT ELIGIBILITY VERIFICATION & FORM

☒ EXHIBIT 2 - AFFIDAVIT OF LAWFUL PRESENCE IN THE UNITED STATES

---

### STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract. Contractor is providing services which involve health, safety and welfare of the general public. Delivery time is of the essence. Delivery must be made in accordance with the delivery schedule as promised by the Contractor.
2. **Contract Amendments.** This Contract shall be modified only by a written Contract Amendment signed by the City Manager or designee or City Official and persons duly authorized to enter into Contracts on behalf of the City Council.
3. **Parole Evidence.** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
4. **Subcontracts and Assignment.** Contractor shall not Subcontract any of the work required by this Contract or assign or transfer any of its interest in this Contract, without the prior written consent of City.
5. **No Third Party Beneficiaries.** City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.
6. **Successors in Interest.** The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns, if any.
7. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification, or change in the terms of this Contract shall bind either party unless in writing and signed by both parties. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.
8. **Compliance with Applicable Law.** Contractor shall observe and comply with all established federal, state, and local administrative rules, codes, ordinances, regulations, standards, and laws applicable to the work under this Contract regardless of whether or not they are referred to by the City.
9. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Arizona and the provisions of the Lake Havasu City Municipal Code. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Mohave County, Arizona. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona.
10. **Arbitration.** In accordance with A.R.S. Title 12, parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of \$40,000, or less, exclusive of interest and costs.
11. **Early Termination.** This Contract may be terminated as follows:
  - a. City and Contractor, by mutual written agreement, may terminate this Contract at any time.
  - b. City, in its sole discretion, may terminate this Contract for any reason on thirty (30) days written notice to Contractor.
  - c. Either the City or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within fifteen (15) days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
  - d. Notwithstanding paragraph 11(c), City may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit, or certificate that Contractor must hold to provide services under this Contract.



- 12. Payment on Early Termination.** Upon termination pursuant to paragraph 11, payment shall be made as follows:
- If terminated under 11(a) or 11(b) for the convenience of the City, the City shall pay Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract. City shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim City may have against Contractor.
  - If terminated under 11(c) by the Contractor due to a breach by the City, then the City shall pay the Contractor for work performed prior to the termination date if such work was performed in accordance with the Contract.
  - If terminated under 11(c) or 11(d) by the City due to a breach by the Contractor, then the City shall pay the Contractor for work performed prior to the termination date provided such work was performed in accordance with the Contract less any setoff to which the City is entitled.
- 13. Remedies.** In the event of breach of this Contract, the parties shall have the following remedies:
- If terminated under 11(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the reasonable excess.
  - In addition to the remedies in paragraphs 11 and 13 for a breach by the Contractor, the City also shall be entitled to any other equitable and legal remedies that are available.
  - If the City breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.
- 14. Waiver.** Waiver of any default under this Contract by City shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.
- 15. Non Waiver of Liability.** The City as a public entity supported by monetary tax funding, in execution of its public trust, shall not agree to waive any lawful or legitimate right to recover monetary funds lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 16. Conflict of Interest/Contract Cancellation.** Contractor stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers, and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract.
- Pursuant to A.R.S. §38-511, this Contract is subject to cancellation by the City if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Lake Havasu City is, at any time while the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.
- 17. No Kick Back Fee.** Contractor stipulates that no person has been employed or has been retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; and that no member of the City Council or any employee of City has any interest, financially or otherwise, in this Contract that has not been publically declared and procured in accordance with A.R.S. § 38-501 *et seq.*
- In case of breach or violation of this requirement, the City shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 18. Gratuities.** The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. Non Exclusive Contract.** Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods, service, or finished end product from another source when necessary.
- 20. Ownership of Work.** All work products created by the Contractor as part of Contractor's performance of this Contract shall be the exclusive property of the City. If any such work products contain intellectual property of the Contractor that is or could be protected by federal copyright, patent, or trademark laws, Contractor hereby grants City a perpetual, royalty-free, fully paid-up, non-exclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use, re-use, in whole or in part, and to authorize others to do so, all such work products. City shall have no rights in any pre-existing work product of Contractor provided to City by Contractor in the performance of this Contract except to copy, use, and re-use any such work product for City use only. If this Contract is terminated prior to completion, and the City is not in default, City, in addition to any other rights provided by this Contract, may require the Contractor to

transfer and deliver all partially completed work products, reports or documentation that the Contractor has specifically developed or specifically acquired for the performance of this Contract.

- 21. Licenses and Permits.** Contractor shall maintain in current status all federal, state, and local laws, licenses, and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 22. Force Majeure.**
- a. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term 'force majeure' means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - b. Force Majeure shall not include the following occurrences:
    - 1) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
    - 2) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - 3) Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses, or permits.
  - c. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  - d. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused, by force majeure.
- 23. Late Submission of Claim.** The City shall not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 24. Access to Records.** Contractor shall maintain fiscal records and all other records pertinent to this Contract. All fiscal records shall be maintained pursuant to generally accepted accounting standards, and other records shall be maintained to the extent necessary to clearly reflect actions taken. All such records shall be retained and kept accessible for no less than **six (6) years** following final payment. City's authorized representatives shall have the right to direct access to all of Contractor's books, documents, papers and records related to this Contract for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. City shall reimburse Contractor for Contractor's cost of preparing copies.
- 25. Insurance and Performance/Payment Bond Requirements.** Contractor shall maintain throughout the term of the Contract the amounts and limits established and referenced in the solicitation documents and included herein.
- 26. Indemnity.** Contractor shall indemnify, defend, save, and hold harmless the City, its departments, agencies, boards, commissions, officers, officials, agents, and employees individually and collectively (hereinafter referred to as "Indemnitees") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of, arising out of, or relating to activities of the Contractor or any of its owners, officers, directors, agents, employees, or subcontractors, or agents under this Contract. It is the specific intention of the parties that the City shall, in all instances be indemnified by Contractor from and against any and all claims, regardless of whether or not the Claims are caused in whole or in part by a party indemnified hereunder. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of City or any department of City, nor purport to act as legal representative of City or any of its departments, without first receiving from the Lake Havasu City Attorney's Office, authority to act as legal counsel for City, nor shall Contractor settle any claim on behalf of City without the approval of the Lake Havasu City Attorney's Office. City may, at its election and expense, assume its own defense and settlement.

27. **Indemnity–Patents, Copyright, and Trademark.** Contractor agrees to defend City, mayor, council, appointed boards and commissions, officers, officials, employees, and agents individually and collectively at Contractor's own expense, in all suits, actions, or proceedings in which Contractor is made a defendant for actual or alleged infringement of any United States of America or foreign letters patents resulting from Contractor's use of the goods, service, or finished end product purchased as a result of this Procurement (Invitation To Bid (ITB) or Request For Proposal (RFP)) and subsequent Contract. Contractor further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action, or proceedings against City. Contractor agrees to indemnify and hold harmless the City from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of City's purchase and use of goods, service, or finished end product supplied by the Contractor. Contractor will indemnify City against all claims for damages to persons or property resulting from defects in materials or workmanship. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.
28. **No Advance Payments.** Advance payments are not authorized. Payment will be made for only actual services or commodities that have been received and accepted by the City.
29. **Advertisement.** Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the City Manager or designee.
30. **Americans with Disabilities Act.** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
31. **Anti-Discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or political affiliation in programs, activities, services, benefits, or employment. Contractor shall not discriminate against minority-owned, women-owned, or disadvantaged small businesses. Contractor shall include a provision in each sub-contract requiring subcontractors to comply with the requirements of this clause.
32. **OMB Circular A-133.** If Contractor is determined by the City to be a sub-recipient of federal funds passed through the City, the Contractor must submit an annual Federal Compliance Audit in conformity with the OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations.
33. **Disadvantaged/Minority/Woman Business Enterprise.** Contractor agrees to give Disadvantaged/ Minority/Woman Businesses the maximum practical opportunity to participate in this Contract when possible, by obtaining supplies, materials, and services from such firms.
34. **Non Appropriation Clause - Fiscal Year.** If appropriations are reallocated, reduced or eliminated by legislative action or for any reason these goods and / or services are not funded, during any fiscal year the City may take any of the following actions:
- Accept a decrease in price offered by the Contractor and complete the Contract;
  - Place the Contract on-hold and pay the Contractor for work performed up to the date of the non-appropriation notice. Work must be performed in accordance with the Contract prior to payment and be less any setoff to which the City is entitled. The contract may be resumed at a later date when funding is reestablished. Contract cannot be resumed beyond a (4) four year time period from the date of non-appropriation notice. Contractor must also reaffirm pricing and resubmit insurance and bonding certificates, if applicable. Documents must be received by the City prior to resuming the Contract;
  - Cancel the Contract and pay the Contractor for work performed up to the date of the non-appropriation notice. Work must be performed in accordance with the Contract prior to payment and be less any setoff to which the City is entitled, and re-solicit a new procurement;
  - Cancel the contract and re-solicit the requirements;
  - Cancel the contract.
35. **Non Appropriation Clause - Future Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current City's fiscal year. If payment for performance under this Contract extends into next fiscal year, the City's obligation to pay for such performance is subject to approval of future appropriations to fund this Contract by legislative action. The City shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless funds are appropriated by legislative action.
36. **Notice to Proceed.** The Contractor agrees to render services promptly and diligently upon receipt of written notice by a duly authorized City agent and to proceed with any or all of the services set forth herein.
37. **Right to Assurance.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within **seven (7) days**, the demanding party may treat this failure as an anticipatory repudiation of this Contract.
38. **Non Performance.** In the event of nonperformance under this Contract, the City, after **seven (7) days** written notice to the Contractor, shall have the right to obtain from other sources such products and/or services as may be required

to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the Contractor.

For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

39. **Liens.** Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the work required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied, before the City will make final payment.
40. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
41. **Title and Risk of Loss.** The title and risk of loss of materials or service shall not pass to the City until the City actually receives the material or service at the point of delivery FOB; and such loss, injury, or destruction shall not release seller from any obligation hereunder. The City shall notify the Seller promptly of any damaged goods, service, or finished end product, and further shall assist the Seller in arranging for inspection.
42. **FOB Point of Delivery.** All pricing, labor, materials, and services are to be FOB destination and delivered within the city limits of Lake Havasu City, Arizona, unless otherwise specified elsewhere in the solicitation documents.
43. **Employment Standards.** The Contractor agrees that upon request by Lake Havasu City, it shall remove from the City's premises any Contractor's employee, who, in the reasonable opinion of Lake Havasu City, is guilty of improper conduct, bringing any unauthorized personnel (including their own children) into a facility or work area, or is not qualified to perform the work assigned. The Contractor shall understand that its employees shall complete and pass a security background check, if so requested.
44. **Organization–Employment Disclaimer.** The agreement resulting hereunder is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall save and hold the City harmless with respect thereto.
45. **Cooperative Governmental Purchasing.** Pursuant to A.R.S. § 41-2632, other public agencies may contract directly with Contractor under the terms of the Contract. Contractor shall be charged a one percent (1%) administrative fee for the use of said Contract. Contractor shall notify the City prior to their use of the Contract in providing goods, service, or finished end product to other agencies. Contractor shall pay the administrative fee upon execution of said Contract. Contractor shall provide a yearly sales report to the City ending December 31 of each year. Contractor shall make fees payable to the City at time of cooperative agency payment.
46. **Quarterly Reports.** If requested, parties agree that Contractor shall provide quarterly reports to City which shows each item purchased from City in the prior quarter, the individual cost of each item, and the total cost of all items purchased in the quarter.
47. **General Product Requirements.** All items delivered shall conform to the Specifications and shall be in first class condition. Acceptance by the City shall be subject to inspection and approval. In case of conflict between the Specifications and Additional Contract Terms and these Standard Terms and Conditions, the Specifications and Additional Contract Terms shall prevail. The apparent silence of the Standard Terms and Conditions and Specifications and Additional Contract Terms as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only best commercial practice is to prevail and that only items manufactured with material and workmanship of first quality are to be supplied. All items delivered shall be of identical style, quality, and appointments as those offered to the trade in general during the course of the model year. All items delivered shall be new current models, free and clear of all liens and encumbrances. Unless otherwise provided in the Specifications, items shall, where appropriate, be prepared for delivery to and use by the City by a factory franchised agent. Each item delivered shall be accompanied by all pre-delivery inspection sheets, coupons, certificates, descriptive literature, warranty cards, and information provided by the manufacturer and furnished to the trade in general. All such documents shall be properly completed and signed in accordance with industry standards. All items required by the Specifications to be UL listed shall indicate the current UL listing on the item. All items that are required by the Specifications to have any other certification shall indicate that certification on the item or in the accompanying documentation.
48. **Inspection and Acceptance.** Goods, service, or finished end product furnished under this Contract shall be subject to inspection and testing by the City at times and places determined by the City within a reasonable time after arrival at its ultimate destination. If the City finds goods, service, or finished end product to be incomplete, unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or other requirements or not in

compliance with the Contract, the City, at its sole discretion, may either reject the goods, service, or finished end product, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods, service, or finished end product to the City at a reduced price, whichever the City deems equitable under the circumstances. Lake Havasu City may return such goods, service, or finished end product to Contractor at Contractor's expense. Contractor shall reimburse Lake Havasu City for any amounts paid by the City for the returned goods, service, or finished end product and any costs incurred by the City to return the goods to the Contractor. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the City, the City may reject the goods, service, or finished end product and cancel the Contract in whole or in part. Payment for merchandise, service, or finished end product prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise, service, or finished end product. Nothing in this paragraph shall in any way affect or limit the City's rights as buyer under the Uniform Commercial Code, including the rights and remedies relating to rejection or revocation of acceptance under A.R.S. § 47-2711 et seq.

49. **Warranty and Service.** Contractor warrants all goods, service, or finished end product delivered to be free from defects in labor, material and manufacture and to be in compliance with the specifications set out in this Contract. All implied and express warranty provisions of the UCC are hereby incorporated by reference. Further, Contractor represents and warrants that Contractor has the power and authority to enter into and perform this Contract and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms. All items delivered shall carry either the standard manufacturer's warranty or service policy providing that warranty work will be performed by any authorized manufacturer's dealer, or if specified in the Specifications, the warranty and service policy called for in the Specifications. In addition, unless otherwise noted in the Specifications, the warranty and service policy indicated above shall include the following terms and conditions:
- a. There shall be no distance or time limitations, not applicable to the trade in general, on either standard or extended warranty or labor. All franchised or authorized dealers of the item in the state shall honor warranty. Warranty maintenance requirements, when performed by City, shall be acceptable to dealer when said work performance meets or exceeds the dealer certification requirements. City shall provide evidence of such work performance upon request, as required by the manufacturer. Any extended warranty period customarily granted shall be made available to City at no additional cost, and
  - b. City shall be advised of all product recalls on all or any part of the item at no additional cost. All product recall information, replacement parts and labor, shall be provided to the City as soon as available to dealer.
50. **Shipment Reservation Prohibited.** Contractor shall not ship the goods, service, or finished end product under reservation and no tender of a bill of lading will operate or function as a tender of the goods or finished end product.
51. **No Replacement of Defective Tender.** Contractor tender of goods, service, or finished end product must fully comply with all provisions of this Contract as to time of delivery, quantity, assortment, quality, and the like. If a tender is made which does not fully conform, this shall constitute a breach, and the Contractor shall not have the right to substitute a conforming tender.
52. **Product Correction.** It is agreed that Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. In the event of any call back, Contractor agrees to give the City first priority. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with a full refund within thirty (30) days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
53. **Default in One Installment to Constitute Breach.** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of nonconforming goods, service, or finished end product or a default of any nature under one installment or lot will impair the value of the whole agreement and constitute a breach of the agreement as a whole.
54. **Hazardous Materials.** Contractor warrants that goods, service, or finished end product provided under this Contract comply with all federal, state, and local safety and health requirements. All items that include hazardous materials shall be labeled in accordance with law with the names of the hazardous ingredients, the hazards of the materials, and the appropriate precautions. Contractor shall provide a Material Safety Data Sheet as defined by OSHA for any goods, service, or finished end product provided under this Contract which may release, or otherwise result in exposure to, a hazardous substance under normal conditions of use. In addition, Contractor shall label, tag, or mark such goods, service, or finished end product. Those materials for which toxicological or hazard data are unavailable shall carry a label stating: "Toxicological and other hazards unknown. Handle as extremely hazardous."
55. **Security.** Any disclosure or removal of any City material and/or information marked as confidential or private on the part of Contractor shall be cause for immediate cancellation of the Contract. Any liability, including, but not limited to, attorney fees, resulting from any action or suit brought against the City as a result of the Contractor's willful or negligent release of information, documents, or property contained in City facilities shall be borne solely by the Contractor.
56. **Preference for Recycled Materials.** The City shall prefer materials or supplies manufactured from recycled materials if the recycled product is available, it meets the requirements set forth in the Specifications, and the cost of the product does not exceed the cost of non-recycled products by more than five percent (5%).

57. **Prohibition on Government Contracts.** The Contractor shall comply with all applicable provisions of the A.R.S. § 35 Public Finances. Contractor further agrees that they shall not have any scrutinized business operations in Sudan and/or Iran.
58. **Terrorism Country Divestments.** In accordance with A.R.S. § 35 Public Finances, the City is prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the Contract, Contractor warrants compliance with the Export Administration Act.
59. **Contractor's Employee E-Verify Eligibility Requirement.** The Contractor shall comply with all applicable provisions of the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214, which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program. See the following website for further information: [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify).
- Pursuant to A.R.S. § 41-4401, the City may request verification of compliance from any contractor or subcontractor performing work under this Contract. The City reserves the right to confirm compliance. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.
60. **Evidence of lawful presence in the United States.** In accordance with A.R.S. §§ 1-501, 1-502 and as a condition of entering into this Contract, a natural person shall execute the affidavit attached hereto as **Exhibit 1** and present one of the identification documents contained therein (the "Identification Documents") to verify their lawful presence in the U.S. Failure to execute the affidavit upon submittal of the Contract Documents shall be considered nonresponsive and shall result in rejection of the submitted response and automatic cancellation of this Contract. Companies, corporations, and limited partnerships (anyone other than an individual) are not required to complete and submit this form prior to receiving a public benefit.

---

---

**EXHIBIT 1**  
**LAKE HAVASU CITY CONTRACT TERMS & CONDITIONS**  
**EMPLOYMENT ELIGIBILITY VERIFICATION & FORM**

**INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM**

All employers, contractors, and subcontractors as identified in Ordinance Number 07-869 entitled "Employment of Aliens by Companies Doing Business with the City" must complete the Employment Eligibility Verification Form upon award. An explanation of who must complete the form, instructions, and the actual form can be found on the City's website at [www.lhcaz.gov](http://www.lhcaz.gov) (click on: "DOCUMENTS ONLINE", then click on: "Employment Eligibility Verification Form").

**EXHIBIT 2**  
**LAKE HAVASU CITY SERVICES CONTRACT**

**ONLY A NATURAL PERSON SHALL EXECUTE THIS DOCUMENT PRIOR TO AWARD**

**AFFIDAVIT OF LAWFUL PRESENCE IN THE UNITED STATES**

A.R.S. §§ 1-501 and 502 require that any natural person (excluding companies, corporations, and limited partnerships) prior to receiving a public benefit (e.g., a grant, contract, or loan) administered by Lake Havasu City must demonstrate through the presentation of one (1) of the following documents that he or she is lawfully present in the United States.

**LAWFUL PRESENCE IN THE UNITED STATES CAN BE DEMONSTRATED BY PRESENTATION OF ONE (1) OF THE DOCUMENTS LISTED BELOW.**

Please present the document indicated below to a Notary for review and signing of this affidavit form. Upon completion of this form, submit the original form to: Lake Havasu City, City Clerk's Office, 2330 McCulloch Blvd, Lake Havasu City, AZ, 86403.

- \_\_\_\_\_ 1. A state (U.S) driver license issued after 1996.  
Print first 4 numbers/letters from license: \_\_\_\_\_
- \_\_\_\_\_ 2. A state (U.S.) non-operating identification License.  
Print first 4 numbers/letters: \_\_\_\_\_
- \_\_\_\_\_ 3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.  
Year of birth: \_\_\_\_\_: Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 4. A United States Certificate of Birth abroad.  
Year of birth: \_\_\_\_\_: Place of birth: \_\_\_\_\_
- \_\_\_\_\_ 5. A United States passport.  
Print first 4 numbers/letters on Passport: \_\_\_\_\_
- \_\_\_\_\_ 6. A foreign passport with a United States Visa.  
Print first 4 numbers/letters on Passport \_\_\_\_\_  
Print first 4 numbers/letters on Visa \_\_\_\_\_
- \_\_\_\_\_ 7. An I-94 form with a photograph.  
Print first 4 numbers on I-94: \_\_\_\_\_
- \_\_\_\_\_ 8. **A UNITED STATES CITIZENSHIP & IMMIGRATION SERVICES EMPLOYMENT AUTHORIZATION DOCUMENT (EAD).**  
Print first 4 numbers/letters on EAD: \_\_\_\_\_
- \_\_\_\_\_ 9. **REFUGEE TRAVEL DOCUMENT.**  
Date of Issuance: \_\_\_\_\_ Refugee Country: \_\_\_\_\_
- \_\_\_\_\_ 10. **A UNITED STATES CERTIFICATE OF NATURALIZATION.**  
Print first 4 digits of CIS Reg. No.: \_\_\_\_\_
- \_\_\_\_\_ 11. **A UNITED STATES CERTIFICATE OF CITIZENSHIP.**  
Date of Issuance: \_\_\_\_\_ Place of Issuance: \_\_\_\_\_
- \_\_\_\_\_ 12. **A TRIBAL CERTIFICATE OF INDIAN BLOOD.**  
Date of Issuance: \_\_\_\_\_ Name of Tribe: \_\_\_\_\_
- \_\_\_\_\_ 13. **A TRIBAL OR BUREAU OF INDIAN AFFAIRS AFFIDAVIT OF BIRTH.**  
Year of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**I DO SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT I AM LAWFULLY PRESENT IN THE UNITED STATES AND THAT THE DOCUMENT I PRESENTED ABOVE AS VERIFICATION IS TRUE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Business/Company Address (if applicable)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

Date: \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

Return completed form to: Lake Havasu City, City Clerk's Office, 2330 McCulloch Blvd, Lake Havasu City, AZ, 86403.

NOTARY USE ONLY: NOTARY NAME: \_\_\_\_\_  
(Print Name)

NOTARY SIGNATURE (Stamp) & DATE: \_\_\_\_\_

**ALL VIOLATIONS OF FEDERAL IMMIGRATION LAW SHALL BE REPORTED TO 1-866-347-2423**

ITB NO.: B10-0098

ITB TITLE: Transit Facility Office Furniture

## **SECTION D - EMPLOYMENT ELIGIBILITY VERIFICATION FORM**

### **INSTRUCTIONS FOR COMPLETION OF EMPLOYMENT ELIGIBILITY VERIFICATION FORM**

All employers, contractors, and subcontractors as identified in Ordinance Number 07-869 entitled "Employment of Aliens by Companies Doing Business with the City" must complete the Employment Eligibility Verification Form upon award. An explanation of who must complete the form, instructions, and the actual form can be found on the City's website at [www.lhcaz.gov](http://www.lhcaz.gov) (click on: "DOCUMENTS ONLINE", then click on: "Employment Eligibility Verification Form").

## **SECTION E - ADDITIONAL TERMS AND CONDITIONS**

### **A. Contract Term.**

The Contract term shall be for six (6) months.

### **B. Estimated Purchases.**

The quantities indicated are estimates of anticipated purchases and are offered solely for the purpose of bid evaluation. The estimates provided are based on the previous year's purchases. Larger or smaller quantities may be purchased and the Contractor agrees to deliver as ordered. The single purchase amount is estimated to be **\$ 35,000** for the **Transit Facility Office Furniture** as detailed in these solicitation documents. The City in no way implies or guarantees that the estimated amounts or any amount will be purchased during the term of any Contract resulting from this Invitation To Bid.

### **C. Add/Delete Items.**

City reserves the right to add or delete items during term of awarded Contract as dictated by the changing/updating of employees, buildings, equipment, roads, or services. The Bidding Sheets Price Schedule may be a partial and not a complete list of items to be purchased.

### **D. Purchase Orders.**

Lake Havasu City shall issue a purchase order for the goods or services covered by this Contract. All such Purchase Orders will reference the Contract number. Bidder shall have order, delivery and installation capability, if so required by specifications.

### **E. Packing and Shipping.**

Contractor shall be responsible for industry standard packing which conforms to product and the requirements of carrier's tariffs, ICC regulations, and other applicable regulations. Containers must be clearly marked with the Purchase Order number, contact person, phone number, department, and FOB delivery address.



## **F. Terms of Payment.**

Bidder shall indicate terms of payment where indicated in the bid documents and any discounts proposed for early payment. For purposes of comparing discounts bids, the City shall only consider discounts that allow a minimum of twenty (20) days for payment. Discount period will start from the date of receipt of goods or current invoice, whichever is later, to the date the City's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payments shall comply with the requirements of A.R.S. § 35-342.

## **G. Invoice.**

The Contract shall be paid per terms and conditions set herein and upon receipt and acceptance of either the deliverables under Contract or an invoice that is documented and itemized, whichever occurs later. A separate invoice shall be issued for each shipment of deliverables.

The City reserves the right to reject any and all invoices that do not meet the City's accounting standard levels of acceptability. The City will instruct the Contractor on an acceptable invoice format. The City reserves the right to update and make changes to the invoice format that will enhance the City's business practices.

INVOICES FOR ALL DELIVERABLES SHALL BE SUBMITTED IN DUPLICATE TO:

**Lake Havasu City  
Accounts Payable  
2330 McCulloch Boulevard N.  
Lake Havasu City, AZ 86403**

## **H. American Recovery and Reinvestment Act.**

The Contractor shall be required to comply with all aspects of the ARRA funding requirements including but not limited to the following:

### **1. Davis Bacon Act.**

Section 1606 of the ARRA requires all laborers and mechanics employed by contractors and sub contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The purpose of this language is to apply Davis-Bacon Act wage rules to all assistance agreements made in whole or in part with funds appropriated under the ARRA. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting.

See the following United States Wage Determinations for the State of Arizona and County determinations:

General Decision Number: AZ080001 05/15/2009 AZ1

Superseded General Decision Number: AZ20070001

State: Arizona

Construction Type: Building

Counties: Coconino, Maricopa, Mohave, Pima, Pinal and Yuma  
Counties in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction  
consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	04/04/2008
2	04/18/2008
3	06/20/2008
4	08/08/2008
5	08/15/2008
6	08/22/2008
7	12/05/2008
8	02/13/2009
9	02/27/2009
10	05/15/2009

BRAZ0003-003 07/01/2008

COCONINO, MARICOPA, MOHAVE, PINAL (Area West and North of the San Francisco  
River to the Gila River), & YUMA COUNTIES

	Rates	Fringes
Bricklayer - Cement Block Layer.....	\$ 24.15	4.49

-----  
BRAZ0003-008 10/05/2007

PIMA AND PINAL (Area East and South of the San Francisco River to the Gila River)  
COUNTIES

	Rates	Fringes
Bricklayer - Cement Block Layer.....	\$ 18.90	4.09

-----  
CARP0408-001 09/01/2007

	Rates	Fringes
CARPENTER.....	\$ 22.00	5.97

-----  
CARP1327-001 07/01/2007

	Rates	Fringes
DRYWALL HANGER.....	\$ 18.25	5.21

-----  
ELEC0570-003 06/01/2007

PIMA, PINAL (Southern Part), AND YUMA COUNT

	Rates	Fringes
Electrician/Wireman		
Zone 1.....	\$ 20.75	18%+4.50

**ZONE DEFINITIONS:**

Zone 1: 0 to 29 miles radius from City Hall in the following cities: Tucson, Benson, Bisbee, Clifton, Douglas, Morenci, Nogales, Parker, Safford, Sierra Vista & Yuma.

Zone 2: Over 29 miles to 46 miles - add \$1.25 to Zone 1 rate.

Zone 3: Over 46 miles - add \$3.75 to Zone 1 rate.

-----  
ELEC0640-005 06/21/2008

COCONINO, MARICOPA, MOHAVE, and PINAL (Area North and West of the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines) COUNTIES

	Rates	Fringes
Electrician/Wireman.....	\$ 24.80	3%+7.09

-----  
ENGI0428-003 06/15/2008

	Rates	Fringes
Power Equipment Operator		
(2) Crane under 15 tons.....	\$ 23.16	8.84
(3) Crane, 15 tons to 100 tons.....	\$ 24.24	8.84
(4) Crane, 100 tons and over.....	\$ 25.27	8.84

-----  
IRON0075-002 08/01/2008

	Rates	Fringes
IRONWORKER, STRUCTURAL		
Zone 1:.....	\$ 25.52	16.39

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson

Zone 2: 050 to 100 miles - Add \$4.00

Zone 3: 100 to 150 miles - Add \$5.00

Zone 4: 150 miles & over - Add \$6.50

-----  
LABO0383-005 11/01/2006

	Rates	Fringes
LABORER (Brick/Block Tender).....	\$ 14.35	4.10

-----  
\* PAIN0086-003 04/01/2009

	Rates	Fringes
PAINTER.....	\$ 19.35	4.70

-----  
PAIN0086-005 07/01/2008

	Rates	Fringes
GLAZIER.....	\$ 25.00	5.25

-----  
PLUM0469-002 07/01/2008

ZONE A: COCONINO, MARICOPA, MOHAVE & YUMA COUNTIES  
 ZONE B: PIMA AND PINAL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Zone A.....	\$ 29.25	13.30
Zone B.....	\$ 26.17	13.05

-----  
 SFAZ0669-001 01/01/2009

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 28.90	16.00

-----  
 SHEE0359-002 08/01/2006

PIMA and PINAL (South of the 33rd Parallel) COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC)		
Zone 1.....	\$ 23.29	3%+7.88
Zone 2.....	\$ 25.29	3%+7.88

ZONE DEFINITIONS:

Zone 1: 0 to 35 miles from the City Hall in Tucson

Zone 2: Over 35 miles from the City Hall in Tucson

-----  
 SHEE0359-003 07/01/2007

COCONINO, MARICOPA, MOHAVE, PINAL (North of the 33rd Parallel), and YUMA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Including HVAC)...	\$ 26.00	3%+10.35

-----  
 SUAZ2004-001 01/14/2004

	Rates	Fringes
Cement Mason/Finisher.....	\$ 15.25	5.01

Laborers

Concrete Worker.....	\$ 8.88	0.00
Form Setter.....	\$ 9.63	0.00
General/Cleanup.....	\$ 11.37	2.91
Waterproofing.....	\$ 12.59	0.00

PLASTERER.....\$ 15.00 0.00

Power Equipment Operator Backhoe.....\$ 14.78 0.00

TILE FINISHER.....\$ 11.00 0.00

TILE SETTER.....\$ 14.98 0.00  
 -----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

-----

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

=====

2. American Iron, Steel, and Manufactured Goods.

Section 1605 of the ARRA requires that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project is produced in the United States unless (a) a waiver is provided to the recipient by EPA or (b) compliance would be inconsistent with United States obligations under international agreements. In order to receive a waiver, the State must send a written request to the EPA Administrator. A decision will be made based on the following criteria:

- A. The requirement is inconsistent with the public interest for purposes of the project, for which a waiver has been requested,
- B. Iron, steel, and necessary manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality, and
- C. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the overall cost of the project by more than 25 percent.
- D. *Provide a chain of custody documentation* for the "American Iron, Steel, and Manufactured Goods" *used in this project*.

**I. Licenses / Permits.**

Upon successful negotiation and award of a contract, (if any) the Contractor shall be required to provide any required licenses or permits that maybe needed to properly execute the work as detailed in this solicitation as required by the jurisdiction having authority.

## SECTION F - INSURANCE REQUIREMENTS

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:\*\***

**Workers Compensation insurance in compliance with A.R.S. Title 23, Chapter 6, together with Employer's Liability insurance with coverage limits of not less than \$1,000,000 must be included, unless exempt. (See Exhibit 7)**

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 5 in lieu of Certificate.

**Professional Liability** insurance with a combined single limit of not less than ☐ \$1,000,000, ☐ \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ \$1,000,000, ☐ \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. The policy must provide extended reporting period coverage for claims made within two years after this Contract is completed.

☐ Required by City ☒ Not required by City

**Commercial General Liability** insurance, on an occurrence basis, with a combined single limit of not less than ☒ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ☐ \$1,000,000, ☒ \$2,000,000. This insurance must include contractual liability coverage.

☒ Required by City ☐ Not required by City

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ☒ \$1,000,000, ☐ \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.

☒ Required by City ☐ Not required by City

**Contractor's Pollution Liability** insurance on an occurrence basis, with a combined single limit of not less than ☐ \$1,000,000 each occurrence with an annual aggregate limit. Coverage to include sudden and accidental pollution events, clean up costs, and liability for third-party bodily injury and property damage arising from pollution conditions caused by the Contractor's performance under Contract.

☐ Required by City ☒ Not required by City

Coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating. Contractor's coverage will be primary in the event of loss. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insured's condition will be included in all commercial general liability policies required by this Contract.

**Contractor shall furnish a Certificate of Insurance to the City with the signed Contract.** The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without **ten (10) working days** written notice from the Contractor's insurer to the City. The Certificate shall also state the deductible or retention level. If requested, complete copies of insurance policies shall be provided to the City.

If Contractor ships all goods, service or finished end product to be supplied under this Contract by common carrier and will not make deliveries to the City using its own employees, proof of insurance as set forth in Section F of the solicitation documents will not be required.

The amount and type of insurance coverage as required herein is not intended to, and shall not be interpreted to, limit the scope of the indemnity set forth in this section.

**Product Liability Coverage.** Certificates of Insurance for product liability coverage are required from Contractors or product manufacturers of higher hazard equipment where potential for loss is greater than normal (i.e., chemicals, heavy road equipment, machinery, etc.). This procedure verifies that the manufacturing company has proper product liability insurance and economic backing in the event of a catastrophic loss relating to a failure, malfunction, defect or other condition relating to the manufacture of the specific product.

**Additional Insureds.** For commercial general liability and automobile liability insurance policies, the Insurance Certificate shall also provide that **"Lake Havasu City, its agents, directors, officers, officials, and employees are additional Insureds with respect to Contractor's services to be provided under this Contract."** If requested, complete copies of insurance policies shall be provided to the City.

**\*\*Note to Contract Originator:** For certain types of contracts additional insurance may be required. Contact Risk Management Manager.

## SECTION G - NO BID NOTIFICATION

ITB NO.: B10-0098

ITB TITLE: Transit Facility Office Furniture

CLOSING DATE & TIME: October 15, 2010 at 3:00 p.m. Arizona Time

Lake Havasu City is interested in receiving competitive pricing on all procurements. It is the desire to keep your firm as a vendor and a supplier of materials, equipment, services, etc. Therefore, it is important for us to determine why you are not submitting a bid on this procurement. Your input will be carefully analyzed to try and determine if future changes are needed in our specifications and procedures.

Please indicate which statement is true for your firm: (PLEASE CHECK ITEMS THAT APPLY)

- \_\_\_\_\_ Time frame for bidding was too short; retain on mailing list.
- \_\_\_\_\_ No bid at this time; retain on mailing list.
- \_\_\_\_\_ Remove from mailing list; we do not supply the requested product or service(s).
- \_\_\_\_\_ Remove from mailing list.
- \_\_\_\_\_ Quantities offered are too small or too large to be supplied by our company. (Please circle one of the underlined.)
- \_\_\_\_\_ Specifications are "restrictive" or written around a particular product. (Please elaborate by submitting information on a separate sheet.)
- \_\_\_\_\_ Can not bid against the manufacturer, distributor or jobber on this procurement.
- \_\_\_\_\_ Other: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

RETURN TO: Lyle A. Block, CPPB, Procurement Official  
Finance Department  
2330 McCulloch Blvd N  
Lake Havasu City, AZ 86403  
Phone: (928) 855-2116 Fax: 928-855-0551

NOTE: IF A REPLY IS NOT RECEIVED FROM TWO (2) CONSECUTIVE INVITATIONS TO BID MAILINGS, YOU WILL AUTOMATICALLY BE REMOVED FROM THE MAILING LIST.



## **SECTION H - TECHNICAL SPECIFICATIONS**

**ITB NO.: B10-0098**

**ITB TITLE: Transit Facility Office Furniture**

See Section J, Bidding Sheets Price Schedule.

### **A. Scope of Work.**

1. Bidder will provide a turn key solution to supply and install the new office furniture products as described and listed in this solicitation. All products shall be FOB: Lake Havasu City, AZ. Products will be assembled in the designated room number as shown on the facility layout sheet labeled as "Attachment A – Lake Havasu City Transit Division Facility."
2. All products supplied shall be certified as "Made in America" by the manufacture. See "Section J - Bidding Sheets Price Schedule."
3. Wages paid to perform the on-site installation shall comply with Davis-Bacon Act wage determinations as required and provide weekly certified payroll reports.
4. Contractor shall be ready to perform on site installation as described herein on or about December 10, 2010.
5. The contractor shall be responsible for removal and disposal of all packing material off site.
6. Any freight or installation damage to the products supplied or property shall be promptly replaced or repaired at no extra charge to the City.
7. Allsteel products paint color shall be Bungalow – P7C/M12.
8. Allsteel wood grain laminate products color shall be Natural Maple – D.
9. Allsteel work surface edge products color shall be Warm Beige – E2.
10. Allsteel panel fabric shall be grade 1, Parchment – GN953.
11. HON seating fabric shall be Price Code II, Blue – BK85.

### **B. Contractor's Responsibilities:**

#### **1. Supervision and Superintendence:**

- a. Contractor shall supervise and direct Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for means, methods, techniques, sequences and procedures of construction. Contractor shall be responsible to see that finished Work complies accurately with Contract Documents.
- b. Coordination and Cooperation with Utility Companies and Other Trades
  - i.) Coordination / Interruption. The contractor is responsible to coordinate work with all utility companies (electric, phone, cable, DSL, etc) and other trades, on or affecting the job, for an efficient and effective execution of the complete project. The contractor shall carefully examine all work that may conflict, and plan removal and/or installation details in advance of the construction to avoid any such conflict. Failure on the contractor's part to coordinate with any and all utilities, public or private, shall preclude the City's consideration for additional time or cost.
- c. Contractor shall keep on Work at all times during its progress a competent supervisor. Supervisor will be Contractor's representative at site and shall have authority to act on

behalf of Contractor. All communications given to supervisor shall be binding as if given to Contractor.

- d. Contractor shall oversee and maintain contracted amounts.
- e. Contractor to provide and maintain a manufacturing/installation schedule with benchmark milestones throughout the time periods from permit process through final acceptance.
- f. Contractor to fast track the project by coordinating with all applicable government agencies and jurisdictions having authority.
- g. If major changes in program or the scope of Work is required by the City, the Contractor Team shall charge for those changes at a mutually agreed upon amount. No Work changes shall be accepted or executed unless approved in written form by the City.
- h. Provide corrections after final walk through for inspection and correct items listed on punch list and acceptance of Work and final payment.

2. Labor, Materials and Equipment:

- a. Contractor shall provide competent, suitably qualified personnel to lay out and perform work as required by Contract Documents. Contractor shall at all times maintain good discipline and order at site.
- b. Contractor shall furnish all materials, equipment, labor, transportation, equipment and machinery, tools, and all other facilities and incidentals necessary for execution, testing, initial operation and completion of contracted Work.
- c. All materials and equipment shall be of first run quality and new, except as otherwise provided in Contract Documents. If required by City Representative, Contractor shall furnish satisfactory evidence (including reports or required tests) as to kind and quality of materials and equipment.
- d. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in Contract documents.

3. Equivalent Materials and Equipment:

- a. Whenever materials or equipment are specified or described in specifications by using name of proprietary item or name of particular manufacturer, fabricator, supplier or distributor, naming of item is intended to establish type, function and quality required.
- b. Unless a name is followed by words "or approved equal" indicating that substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by City Representative if sufficient information is submitted by Contractor to allow City Representative to determine that material or equipment proposed is equivalent to that named.

4. Concerning Subcontractors:

- a. Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to same extent that Contractor is responsible for acts and omissions of persons directly employed by Contractor. Nothing in Contract Documents shall create any contractual relationship between Owner, City Representative and any Subcontractor or other person or organization having direct contract with Contractor, nor shall it create any obligation on part of Owner, City Representative to pay or to see to payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. Owner or City Representative may furnish to any Subcontractor or other person or organization, to extent practicable, evidence of amounts paid to Contractor on account of specific Work completed to date.
- b. Divisions and sections of specifications and identifications of any drawings shall not control Contractor in dividing Work among Subcontractors or delineating Work to be performed by any specific trade.
- c. All Work performed for Contractor by Subcontractor will be pursuant to appropriate agreement between Contractor and Subcontractor which specifically binds Subcontractor to applicable terms and conditions of the Contract Documents. Contractor shall pay each Subcontractor just share of any insurance moneys received by Contractor on account of losses under policies issued pursuant to "SECTION C - EXHIBIT 2 - LAKE HAVASU CITY SERVICES CONTRACT" and Sub-section paragraph F above.

5. Patent Fees and Royalties:

- a. Contractor shall pay all license fees and royalties and assume all costs incident to use in performance of Work or incorporation in Work of any invention, design, process, product or device which is subject of patent rights or copyrights held by others.
- b. If particular invention, design process, product or device is specified in Contract Documents for use in performance of Work and if to actual knowledge of Owner its use is subject to patent rights or copyrights calling for payment of any license fee or royalty to others, existence of such rights shall be disclosed by Owner in Contract Documents.
- c. Contractor shall indemnify pursuant to Contract Documents as stated in "SECTION C - SERVICES CONTRACT TERMS AND CONDITIONS", item 27.

6. Permits:

- a. Unless otherwise provided in Contract Documents, Contractor shall obtain and pay for all fees, permits and licenses.
- b. Contractor shall pay all governmental charges and inspection fees necessary for execution of Work, which are applicable at time of bid opening.

7. Laws and Regulations:

- a. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to Work. If Contractor observes that specifications or drawings are at variance

therewith, Contractor shall give City Representative prompt written notice thereof, and any necessary changes needed or required.

- b. If Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to City representative, Contractor shall bear all cost arising there from; however, it shall be Contractor's primary responsibility to make certain that specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

8. Taxes:

Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with law of place, as applicable by law, code or statute.

9. Use of Premises:

- a. Contractor shall confine equipment, storage of materials and equipment and operations of workmen to areas permitted by law, ordinances, permits or requirements of Contract Documents, and shall not unreasonably encumber premises with equipment or other materials.
- b. During progress of Work, Contractor shall keep premises free from daily accumulations of waste materials, rubbish and other debris resulting from Work. At completion of Work day Contractor shall remove all waste materials, rubbish and debris from and about premises as well as all securing tools, appliances, construction equipment and machinery, and surplus materials, and shall leave site clean and orderly and ready for the next day of Work.
- c. Contractor shall coordinate with City Representative/owner for the placement or storage of items, products and equipment. Contractor shall not interfere with daily operations of the City by placement or storage of items, products and equipment unless approved by City Representative.
- d. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger structure, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it.

10. Safety and Protection:

- a. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall take all necessary precautions for safety of, and shall provide necessary protection to prevent damage, injury or loss to:
  - i.) All employees on Work and other persons who may be affected thereby.
  - ii.) All Work and all materials or equipment to be incorporated therein, whether in storage on or off site.
  - iii.) Mitigate damage to other property at site or adjacent thereto, including trees, shrubs, lawns, fences, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in course of construction.

- iv.) Return facility/site to pre-construction condition where site was not affected by installation.
  - v.) Contractor shall document all aspects of pre-site condition, manufacturing, construction and assembly by submitting daily logs and taking of digital pictures documenting the entire process in the contract file.
  - vi.) Contractor shall comply with all applicable laws, ordinances, rules, regulations, standards and orders of and public body having jurisdiction for health, life, protection and safety of City employees, persons, public or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards, safety devices and protective equipment for such safety and protection in connection with the performance of the work covered by the contract.
  - vii.) Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the jurisdiction having authority.
- b. All damage, injury or loss to any property referred to in sub-paragraph 10 above, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them, whose acts by any of them, may be liable, shall be remedied by Contractor (except damage or loss attributable to acts or omissions of Owner or City Representative or anyone employed by any of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to fault or negligence of Contractor).
  - c. Contractor's duties and responsibilities for safety and protection of Work shall continue until such time as all Work is completed and City Representative and Inspectors has issued notice to Owner and Contractor that Work is acceptable.
  - d. Contractor shall designate responsible member of his organization at site whose duty shall be prevention of accidents. This person shall be Contractor's supervisor unless otherwise designated in writing by Contractor to Owner.

#### 11. Emergencies:

- a. In emergencies affecting safety or protection of persons or Work or property at site or adjacent thereto, Contractor, without special instruction or authorization from City Representative or Owner, is obligated to act to prevent threatened damage, injury or loss.
- b. Contractor shall give City Representative prompt written notice of any significant changes in Work or deviations from Contract Documents caused thereby.

#### 12. Responsibility for Damages; Indemnity:

- a. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents.

- b. To the fullest extent permitted by law, Contractor shall indemnify pursuant to Contract Documents as stated in "SECTION C - SERVICES CONTRACT TERMS AND CONDITIONS," item 26.
- c. In claims against any person or entity indemnified under this sub-paragraph 12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this sub-paragraph 12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

13. Compliance with laws.

- a. Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work and the contract. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract termination. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following as applicable: i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Section 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Health Insurance Portability and Accountability Act of 1996; (iv) the Americans with Disabilities Act of 1990, as amended; and (vii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Owner's performance under the contract is conditioned upon Contractor's compliance with the provisions of ARS 34 and any other applicable ARS Statute, which are incorporated by reference herein.
- b. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and
  - i.) Contractor shall not discriminate against Disadvantaged, Minority, Women or Emerging Small Business enterprises.
  - ii.) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this contract when performing the Work.
- c. Unless contrary to federal law, Contractor shall certify that it shall not accept a bid from Subcontractors to perform Work unless such Subcontractors are registered with the Arizona Registrar of Contractors at the time they submit their bids to the Contractor.
- d. Failure to comply with any or all of the requirements of this sub-paragraph 13 shall be a breach of contract and constitute grounds for contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

14. Minimum Wage Rates on Public Contracts; Payroll Certification.

- a. Contractor shall comply fully with the provisions of American Recovery and Reinvestment Act (ARRA) of 2009. Documents establishing wages, as determined by the United States Department of Labor (DOL), Wage and Hour Division (WHD). Every subcontract shall contain a provision requiring payment of wages pursuant to the provisions of ARRA.

- b. In accordance with ARRA, the Contractor and every Subcontractor shall submit written certified statements to the City's Representative, on the form prescribed by the WHD, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the determined rate of wage, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. **Certified statements for each week** during which the Contractor or Subcontractor has employed a worker on the project shall be submitted to the City's Representative once a month, by the fifth business day of the following month.
- c. The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the contract.
- d. Owner shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by this sub-paragraph 14. The Owner shall pay to the Contractor the amount retained under this sub-paragraph within fourteen (14) days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- e. Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the Owner the certified statements under this sub-paragraph 14. Before paying any amount retained under this sub-paragraph, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement, within fourteen (14) days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this sub-paragraph.

C. Work By Others:

- 1. Owner may perform additional Work related to project by Owner's employees, or have additional Work performed by utility service companies, or let other direct contracts therefore which shall contain Contract Documents similar to these. Contractor shall afford utility service companies and other Contractors who are parties to such direct contracts (or Owner, if Owner is performing additional Work with Owner's employees) reasonable opportunity for introduction and storage of materials and equipment and execution of Work, and shall properly coordinate Contractor's Work with Owner's Work.
- 2. If any part of Contractor's Work depends upon Work of any other Contractor / Subcontractor or utility service company (or Owner), Contractor shall inspect Work and promptly report to City Representative in writing any patent or apparent defects or deficiencies in such Work that render it unsuitable for proper Work execution and results. Contractor's failure so to report any unsuitable condition shall constitute acceptance of other Work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in other Work.

3. Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other Work. Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with written consent of City Representative and others whose Work will be affected.

D. Owner's Responsibilities:

1. Owner shall issue all communications to Contractor through City Representative.
2. In case of termination of employment of City Representative, Owner shall appoint another City Representative against whom Contractor makes no reasonable objection, whose status under Contract Documents shall be that of former City Representative. Any dispute in connection with such appointment shall be subject to arbitration.
3. Owner shall furnish data required of Owner under Contract Documents promptly and shall make payments to Contractor promptly after they are due.

E. City's Representative During Construction:

1. Owner's Representative:

- a. City's Representative will be Owner's representative during construction period.
- b. Duties and responsibilities and limitations of authority of City's Representative as Owner's representative during construction are set forth in Contract Documents and shall not be extended without written consent of Owner and City's Representative.

2. Visits to Site:

- a. City's Representative will make visits to site at intervals appropriate to various stages of Work to observe progress and quality of executed Work and to determine, in general, if Work is proceeding in accordance with Contract Documents.
- b. City's Representative will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of Work. City's Representative efforts will be directed toward providing for Owner greater degree of confidence that completed Work will conform to Contract Documents.
- c. On basis of such visits and on-site observations as experienced and qualified design professional, City's Representative will keep Owner informed of progress of Work and will endeavor to guard Owner against defects and deficiencies in Work.

3. Clarifications and Interpretations:

- a. City's Representative will issue with reasonable promptness such written clarifications or interpretations of Contract Documents as necessary, which shall be consistent with or reasonably inferable from overall intent of Contract Documents.
- b. If Contractor believes that written clarification or interpretation justifies increase in Contract Price or Contract Time, Contractor may make claim therefore as provided in



Sub-section paragraphs "G - Changes of Contract Price" or "H - Change of Contract Time."

4. Rejecting Defective Work:

- a. City's Representative will have authority to disapprove or reject Work which is defective, and will also have authority to require special inspection or testing of Work as provided in Sub-section paragraph "I - Warranty and Guarantee - Tests and Inspections; Correction, Removal or Acceptance of Defective Work, 4. Uncovering Work, whether or not Work is fabricated, installed or completed."

5. Shop Drawings, Change Orders and Payments:

- a. In connection with Contractor's responsibility for Shop Drawings and samples, see Sub-section paragraphs "B - CONTRACTOR'S RESPONSIBILITIES, sub-paragraph 12. Responsibility for Damages; Indemnity, paragraph c."
- b. In connection with Contractor's responsibilities as to Change Orders, see Sub-section paragraphs F, G and H.
- c. In connection with Contractor's responsibilities in respect of Applications for Payment, etc., see Sub-section paragraph J.

6. Decisions on Disagreements:

- a. The City's Representative will be initial interpreter of requirements of Contract Documents and judge of acceptability of Work thereunder.
- b. Claims, disputes and other matters relating to acceptability of Work or interpretation of requirements of Contract Documents pertaining to execution and progress of Work shall be referred initially to City's Representative in writing with request for formal decision in accordance with this sub-paragraph 6, which the City's Representative will render in writing within reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by claimant to City's Representative and other party to agreement within fourteen (14) days of occurrence of event giving rise thereto, and written supporting data will be submitted to City's Representative and other party to agreement within thirty (30) days of such occurrence unless City's Representative allows additional period of time to ascertain more accurate data.
- c. In City's Representative capacity as interpreter and judge, City's Representative will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- d. Rendering of decision by City's Representative pursuant to paragraph 6, a through d, stated above with respect to any such claim, dispute or other matter (except any which have been waived by making or acceptance of final payment will be condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under Contract Documents or at law in respect of any such claim, dispute or other matter.

7. Limitations on City's Representative Responsibilities.

- a. City's Representative has authority to act under Sub-section paragraph "E - City's Representative During Construction" or elsewhere in Contract Documents nor any decision made by City's Representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of City's Representative to Contractor, and Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of Work.
- b. Whenever in Contract Documents terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of City's Representative as to Work, it is intended that such requirement, direction, review or judgment of will be solely to evaluate Work for compliance with Contract Documents(unless there is specific statement indicating otherwise). Use of any such term or adjective never indicates that City Representative shall have authority to undertake responsibility contrary to provisions of Sub-section paragraph "E - City's Representative During Construction", sub-paragraphs 7, c or d stated below.
- c. City's Representative will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto, nor will City's Representative be responsible for Contractor's failure to perform Work in accordance with Contract Documents.
- d. Neither City Representative nor Owner will be responsible for acts or omissions of Contractor or of any Subcontractors, or of agents or employees of any Contractor or Subcontractor, or of any other persons at site or otherwise performing any of Work.

#### F. Changes In Work.

1. Without invalidating agreement, Owner may, at any time or from time-to-time, order additions, deletions or revisions in Work; these will be authorized by Change Orders. Upon receipt of Change Order, Contractor shall proceed with Work involved. All such Work shall be executed under applicable conditions of Contract Documents. If any Change Order causes increase or decrease in contract price or extension or shortening of contract time, equitable adjustment will be made as provided in Sub-section paragraphs "G - Changes of Contract Price" or "H - Change of Contract Time", on basis of claim made by either party.
2. City Representative may authorize minor changes in Work not involving adjustment in Contract Price or Contract Time, which are consistent with overall intent of Contract Documents. This may be accomplished by Field Order and shall be binding on Owner, and also on Contractor who shall perform change promptly. If Contractor believes that Field Order justifies increase in Contract Price or Contract Time, Contractor may make claim therefore as provided in Sub-section paragraphs "G - Changes of Contract Price" or "H - Change of Contract Time".
3. Additional Work performed without authorization of Change Order will not entitle Contractor to increase in Contract Price or extension of Contract Time, except in case of emergency as provided in Sub-section paragraph "B - CONTRACTOR'S RESPONSIBILITIES", sub-paragraph 11. Emergencies and except as provided in sub-paragraphs F, 2, as stated above and Sub-section paragraph "I - Warranty and Guarantee - Tests and Inspections;

Correction, Removal or Acceptance of Defective Work,” sub-paragraph 4. Uncovering Work, b.

4. Owner shall execute appropriate Change Orders covering changes in Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in Sub-section paragraph “G - Changes of Contract Price”, sub-paragraphs 8. Adjustment of Unit Prices or sub-paragraph 9. Cash Allowances, or because of any other claim of Contractor for change in Contract Time or Contract Price which is recommended by City Representative.
5. If notice of any change affecting general scope of Work or change in Contract Price is required by provision of any Bond to be given to Surety, it will be Contractor's responsibility to so notify Surety, and amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish written proof of such adjustment to Owner.

G. Change Of Contract Price:

1. Contract Price constitutes total compensation (subject to authorized adjustments) payable to Contractor for performing Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in Contract Price.
2. Contract Price may only be changed by written Change Order. Any claim for increase in Contract Price shall be based on written notice delivered to City Representative and City Representative within fourteen (14) days of occurrence of event giving rise to claim. Notice of amount of claim with supporting data shall be delivered within thirty (30) days of such occurrence unless City Representative allows additional period of time to ascertain accurate cost data. All claims for adjustment in Contract Price shall be determined by City Representative if Owner and Contractor cannot otherwise agree on amount involved. Any change in Contract Price resulting from any such claim shall be incorporated in Change Order.
3. Value of any Work covered by Change Order or of any claim for increase or decrease in Contract Price shall be determined in one of following ways:
  - a. Where Work involved is covered by unit prices contained in Contract Documents, by application of unit prices to quantities of items involved (subject to provision of Sub-section paragraph “G - Changes of Contract Price,” sub-paragraph 8. Adjustment of Unit Prices, b).
  - b. By mutual acceptance of lump sum.
4. Term "Cost of Work" means sum of all costs necessarily incurred and paid by Contractor in proper performance of Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in locality of Project, shall include only following items and shall not include any of costs itemized in Sub-section paragraph “G - Changes of Contract Price,” sub-paragraph 5 listed below.
  - a. Payroll costs for employees in direct employ of Contractor in performance of Work under schedules of job classifications agreed upon by Owner and Contractor. Payroll costs for employees not employed full time on Work shall be apportioned on basis of

their time spent on Work. Payroll costs shall include, but not be limited to, salaries and wages plus cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at site. Expenses of performing Work after regular working hours, on Sunday or Legal Holidays shall be included in above to extent authorized by Owner.

- b. Cost of all materials and equipment furnished and incorporated in Work, including costs of transportation and storage thereof, and manufacturer's field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case cash discounts shall accrue to Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Owner and Contractor shall make provisions so that they may be obtained.
- c. Payments made by Contractor to Subcontractors for Work performed by Subcontractors.
- d. Costs of special consultant (including, but not limited to engineers, City Representatives, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to Work.
- e. Supplemental costs including following:
  - i.) Proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with Work.
  - ii.) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at site and hand tools not owned by workmen, which are consumed in performance of Work, and cost less market value of such items used but not consumed which remain property of Contractor.
  - iii.) Rentals of all construction equipment and machinery and parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with advice of City Representative, and costs of transportation, loading, unloading, installation, dismantling and removal thereof all in accordance with terms of said rental agreements. Rental of any such equipment, machinery or parts shall cease when use thereof is no longer necessary for Work.
  - iv.) Sales, use or similar taxes related to Work, and for which Contractor is liable, imposed by any governmental authority.
  - v.) Deposits lost for causes other than Contractor's negligence, royalty payments and fees for permits and licenses.
  - vi.) Losses and damages (and related expenses), not compensated by insurance or otherwise, to Work or otherwise sustained by Contractor in connection with execution of Work, provided they have resulted from causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly

employed by any of them for whose acts any of them may be liable. Such losses shall include settlements made with written consent and approval of Owner. No such losses, damages and expenses shall be included in cost of Work for purpose of determining Contractor's Fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for service fee proportionate to that stated in Sub-section paragraph "G - Changes of Contract Price" sub-paragraph 6, b.

- vii.) Cost of utilities, fuel and sanitary facilities at site.
- viii.) Minor expenses such as telegrams, long distance telephone calls, telephone service at site, expressage and similar petty cash items in connection with Work.
- ix.) Cost of premiums for additional Bond and insurance required because of changes in Work.

5. Term 'Cost of Work' shall not include any of following:

- a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, City Representatives, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at site or in his principal or branch office for general administration of Work and not specifically included in agreed upon schedule of job classifications referred to in Sub-section paragraph "G - Changes of Contract Price" sub-paragraph 4, a - all of which are to be considered administrative costs covered by Contractor's Fee.
  - b. Expenses of Contractor's principal and branch offices other than Contractor's office at site.
  - c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for Work and charges against Contractor for delinquent payments.
  - d. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by Contract Documents to purchase and maintain same (except for additional Bonds and insurance required because of changes in Work).
  - e. Costs due to negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
  - f. Other overhead or general expense costs of any kind and costs of any item not specifically and expressly included in Sub-section paragraph "G - Changes of Contract Price," sub-paragraph 4.
6. Contractor's Fee allowed to Contractor for overhead and profit shall be determined as follows:
- a. Mutually acceptable fixed fee; or if none can be agreed upon,

- b. Fee based on following percentages of various portions of Cost of Work:
  - c. For costs incurred under Sub-section paragraph "G - Changes of Contract Price" sub-paragraph 4, a and b, Contractor's Fee shall be ten (10) percent,
  - d. For costs incurred under paragraph Sub-section paragraph "G - Changes of Contract Price" sub-paragraph 4, c, Contractor's Fee shall be five (5) percent; and if subcontract is on basis of Cost of Work plus Fee, maximum allowable to Subcontractor as fee for overhead and profit shall be ten (10) percent, and
  - e. No fee shall be payable on basis of costs itemized under Sub-section paragraph "G - Changes of Contract Price" sub-paragraphs 4, d, e, and f.
  - f. Amount of credit to be allowed by Contractor to Owner for any such change which results in net decrease in cost, will be amount of actual net decrease. When both additions and credits are involved in any one change, combined overhead and profit shall be figured on basis of net increase, if any.
7. Adjustment of Unit Prices.
- a. Whenever cost of any Work is to be determined pursuant to Sub-section paragraph "G - Changes of Contract Price" sub-paragraph 4 and 5, Contractor will submit in form acceptable to City's Representative itemized cost breakdown together with supporting data.
  - b. Where quantity of Work with respect to any item that is covered by unit price differs materially and significantly from quantity of such Work indicated in Contract Documents, appropriate Change Order shall be issued on recommendation of City Representative to adjust unit price.
8. Cash Allowances:
- a. It is understood that Contractor has included in Contract Price all allowances so named in Contract Documents and shall cause Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within limit of allowances as may be acceptable to City Representative .
  - b. Upon final payment, Contract Price includes such sums as Contractor deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

H. Change Of Contract Time:

- 1. Contract Time may only be changed by Change Order. Any claim for extension in Contract Time shall be based on written notice delivered to City Representative and Owner within fourteen (14) days of occurrence of event giving rise to claim. Notice of extent of claim with supporting data shall be delivered within thirty (30) days of such occurrence unless City Representative allows additional period of time to ascertain more accurate data. All claims for adjustment in Contract Time shall be determined by City Representative if Owner and Contractor cannot otherwise agree. Any change in Contract Time resulting from any such claim shall be incorporated in Change Order.

2. Contract Time will be extended in amount equal to time lost due to delays beyond the control of the Contractor if claim is made therefore as provided in Sub-section paragraph "H - Change of Contract Time", sub-paragraph 1. Such delays shall include, but not be limited to, acts of neglect by Owner or others performing additional work as contemplated by Sub-section paragraph "H - Work by Others", or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
3. All time limits stated in Contract Documents are of essence of Agreement. Provisions of this Sub-section paragraph "H - Change of Contract Time" shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.
4. Liquidated Damages:
  - a. Since it is not practical to ascertain actual monetary value of damage sustained by Owner due to non-completion of Work within stipulated calendar days, it is hereby stipulated and agreed to by Owner and Contractor, that Contractor shall pay to Owner, as liquidated damages, or as Owner may elect, deducted from Contract Sum, such amounts for each calendar day as here below shown.

<b>SCHEDULE OF LIQUIDATED DAMAGES</b>		
Original Contract Amount		Liquidated Damage Amounts
From More Than	To and Including	Per Business Day
0	25,000	210
25,000	50,000	250
50,000	100,000	280
100,000	500,000	430
500,000	1,000,000	570
1,000,000	2,000,000	710
2,000,000	5,000,000	1,070
5,000,000	10,000,000	1,420
10,000,000	---0---	1,780

5. Permission granted Contractor to continue completing Work, in event Contractor exceeds stipulated calendar days allowed for completion will not constitute waiver on rights of Owner for applicable liquidated damages thereof.
6. Payment of liquidated damages by Contractor to Owner shall not release him from obligations of Contract Documents, nor shall such payments waive Owner's right to collect any other damages which it sustains by action or inaction of Contractor. It is to be

understood that "liquidated damages" applies only to considerations where Work is not completed in stipulated time for construction and/or authorized extensions thereof.

7. Ordered suspension of Work or delays caused by errors, omissions or changes in scope of Work or in detail of Work, initiated by Owner or City Representative or actions, inaction or neglect of any of them, shall constitute cause for extension of allowable construction time to Contractor.
  8. Shortage or inadequacy of labor or equipment will not be authorized as conditions beyond control of Contractor and will not be allowable cause for extension of construction time.
- I. Warranty and Guarantee - Tests and Inspections; Correction, Removal or Acceptance of Defective Work:
1. Warranty and Guarantee:
    - a. Contractor warrants and guarantees to Owner that all Work will be in accordance with Contract Documents and will not be defective.
    - b. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Sub-section paragraph N.
  2. Access to Work:
    - a. City Representative, Owner, and other representatives of Owner, testing agencies and governmental agencies with jurisdictional interests will have access to Work at reasonable times for their observation, inspection and testing.
    - b. Contractor shall provide proper and safe conditions for such access.
  3. Tests and Inspections:
    - a. Contractor shall give City's Representative timely notice of readiness of Work for all required inspections, tests or approvals.
    - b. If this Contract or any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, Contractor shall assume full responsibility for arranging therefore.
    - c. All inspections, tests or approvals other than those required by this Contract shall be performed by persons acceptable to the City Representative.
    - d. If any Work that is to be inspected, tested or approved is covered without written concurrence of City Representative, it must, if requested by City Representative, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given City Representative timely notice of Contractor's intention to cover such Work and City Representative has not acted with reasonable promptness in response to such notice.



- e. Neither observations by the City Representative or Owner nor inspections, tests or approvals by others shall relieve Contractor from his obligations to perform Work in accordance with Contract Documents.

#### 4. Uncovering Work:

- a. If any Work is covered contrary to written request of City Representative or Owner, it must, if requested by City Representative or Owner, be uncovered for City Representative's observation and replaced at Contractor's expense.
- b. If City Representative considers it necessary or advisable that covered Work be observed by City Representative or inspected or tested by others, Contractor, at City Representative's request, shall uncover, expose or otherwise make available for observation, inspection or testing as City Representative may require that portion of Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is not defective, Contractor shall be allowed increase in Contract Price or extension of Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes claim therefore as provided in Sub-section paragraphs "G - Changes of Contract Price" and "M Change of Contract Time."

#### 5. Owner May Stop Work:

- a. If Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, Owner may order Contractor to stop Work, or any portion thereof, until cause for such order has been eliminated.
- b. However, this right of Owner to stop Work shall not give rise to any duty on part of Owner to exercise this right for benefit of Contractor or any other party.

#### 6. Correction or Removal of Defective Work.

If required by City Representative or Owner, Contractor shall promptly, without cost to Owner and as specified by City Representative, either correct any defective Work, whether or not fabricated, installed or completed, or, if Work has been rejected by City Representative or Owner, remove it from site and replace it with non-defective Work.

#### 7. Warranty Work

- a. Neither final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of two (2) years from the date of issuance of the written notice of substantial completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent.
- b. The Owner shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after Owner's demand. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, Owner may perform such

work and Contractor shall reimburse Owner all costs of the same within thirty (30) days after demand, including all collection and court costs and attorneys fees..

- c. This provision does not negate guarantees or warranties for periods longer than two (2) years including without limitation such guarantees or warranties required elsewhere in the Contract Documents or through manufacturers.
- d. In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.
- e. The two (2) year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this sub-paragraph, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- f. Nothing contained herein shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this sub-paragraph relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- g. If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be adjusted as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

8. Acceptance of Defective Work:

- a. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to City Representative's recommendation of final payment) prefers to accept it, Owner may do so.
- b. In such case, if acceptance occurs prior to City Representative's recommendation of final payment, Change Order shall be issued incorporating necessary revisions in Contract Documents, including appropriate reduction in Contract Price; or, if acceptance occurs after such recommendation, appropriate amount shall be paid by Contractor to Owner.

9. Owner May Correct Defective Work:

- a. If Contractor fails within five (5) working days after written notice of City Representative to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by City Representative or Owner in accordance with Sub-section

paragraph 'I. Warranty and Guarantee - Tests and Inspections; Correction, Removal or Acceptance of Defective Work, sub-paragraph 6, or if Contractor fails to perform Work in accordance with Contract Documents (including any requirements of progress schedule), Owner may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency. Contractor shall then pay the City for all related Work that was performed due to defective Work in accordance with this Sub-paragraph 9.

- a. In exercising Owner's rights under this sub-paragraph 9 Owner shall proceed expeditiously. To extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of site, take possession of all or part of Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at site and incorporate in Work all materials and equipment stored at site or for which Owner has paid Contractor but which are stored elsewhere.
- b. Contractor shall allow Owner, Owner's representatives, agents and employees such access to site as may be necessary to enable Owner to exercise Owner's rights under this sub-paragraph 9.
- c. All direct and indirect costs of Owner in exercising such rights shall be charged against Contractor in amount verified by City Representative, and Change Order shall be issued incorporating necessary revisions in Contract Documents and reduction in Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of Work of others destroyed or damaged by correction, removal or replacement of Contractor's defective work.
- d. Contractor shall not be allowed extension of Contract Time because of any delay in performance of Work attributable to exercise by Owner of Owner's rights hereunder.

J. Payments To Contractor And Subcontractor And Completion:

1. Schedules:

- a. At least ten (10) days prior to submitting first Application for progress payment, Contractor shall (except as otherwise specified in General Requirements) submit to City Representative construction schedule, final schedule of Shop Drawing submission and where applicable schedule of values of Work. These schedules shall be satisfactory in form and substance to City Representative.
- b. Schedule of values shall include quantities and unit prices aggregating Contract Price, and shall subdivide Work into component parts in sufficient detail to serve as basis for progress payments during construction. Upon acceptance of schedule of values by City Representative, it shall be incorporated into, "Application and Certificate for Payment".

2. Application for Progress Payment:

- a. At least ten (10) days before each progress payment falls due (but not more often than once per month), Contractor shall submit to City's Representative for review Application of Payment (partial payment estimate) filled out and signed by Contractor covering Work completed as of date of Application and accompanied by such supporting

documentation as is required by Contract Documents and also as City Representative may reasonably require.

- b. If payment is requested on basis of materials and equipment not incorporated in Work but delivered and suitably stored at site or at another location agreed to in writing, title to such materials and equipment shall pass to the Owner, Application for payment shall also be accompanied by such data, satisfactory to Owner, as will establish Owner's title to material and equipment and protect Owner's interest therein, including applicable insurance.
- c. Amount of retainage with respect to progress payments will be ten (10) percent of each payment until final completion and acceptance of all Work covered by the Contract Documents.
- d. As provided in Sub-section paragraph "B - CONTRACTOR'S RESPONSIBILITIES," sub-paragraph 14, additional retainage in the amount of 25% of amounts earned shall be withheld and released when the Contractor fails to file certified statements as required by Sub-section paragraph "B - CONTRACTOR'S RESPONSIBILITIES," sub-paragraph 14.

3. Contractor's Warranty of Title:

- a. Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in Project or not, will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

4. Review of Applications for Progress Payment:

- a. City Representative will, within ten (10) days after receipt of each Application for Payment, either indicate in writing recommendation of payment and present Application to Owner, or return Application to Contractor indicating in writing City Representative's reasons for refusing to recommend payment.
- b. In latter case, Contractor may make necessary corrections and resubmit Application.
- c. The Owner will, within twenty (20) days of presentation to him of an Application for Payment, pay the Contractor an Application for Payment on the basis of the approved Application for Payment.

5. Payment to Subcontractors; drug testing program:

- a. Pursuant to Arizona Revised Statutes (A.R.S.) 34-221E and as a condition to Owner's performance hereunder, the Contractor shall:
  - i.) Make payment within seven (7) calendar days, as due, to all persons Subcontracting and supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
  - ii.) Pay all contributions or amounts due the Worker's Compensation Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

- iii.) Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished. Contractor will not assign any claims that Contractor has against Owner, or assign any sums due by Owner, to Subcontractors, suppliers, or manufacturers, and will not make any agreement or act in any way to give Subcontractors a claim or standing to make a claim against the Owner.
- iv.) Pay to the Department of Revenue all sums withheld from employees pursuant to A.R.S applicable statute.
- v.) Demonstrate that an employee drug testing program is in place as follows:

Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, a Qualifying Employee Drug Testing Program for its employees that includes, at a minimum, the following:

- (1) A written employee drug testing policy,
- (2) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis, and
- (3) Required testing of a Subject Employee when the Contractor has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." For the purposes of this paragraph, an employee is a "Subject Employee" only if that employee will be working on the project job site.

Contractor shall require each Subcontractor providing labor for the project to:

- (1) Demonstrate to the Contractor that it has a Qualifying Employee Drug Testing Program for the Subcontractor's Subject Employees, and represent and warrant to the Contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract, or
- (2) Require that the Subcontractor's Subject Employees participate in the Contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

- b. Pursuant to ARS 34-221, and as a condition to Owner's performance hereunder, Contractor agrees:

- i.) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the project as such claim becomes due, the proper officer(s) representing the Owner may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
  - ii.) If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within seven (7) days after receipt of payment from Owner or a contractor, the contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the eight (8) day period that payment is due under ARS 34-221(K) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ARS 34-221(I). The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal one (1) percent per month or a fraction of such unpaid balance as may be due. The amount of interest may not be waived.
  - iii.) If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the Contract, the person may file a complaint with the Arizona registrar of contractors, unless payment is subject to a good faith dispute as defined in ARS 34-221(I). Every contract related to this Contract shall contain a similar clause.
- c. Pursuant to ARS 34-221, Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier Subcontractor, including a material supplier, for the purpose of performing a construction contract:
- i.) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within seven (7) Days out of such amounts as are paid to the Contractor by Owner under the Contract;
  - ii.) An interest penalty clause that obligates the Contractor if payment is not made within seven (7) days after receipt of payment from Owner, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this sub-paragraph. Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier Subcontractor did not make payment when payment was due is that the Contractor or first-tier Subcontractor did not receive payment from Owner or Contractor when payment was due. The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and shall be computed at the rate specified in ARS 34-221(K).
  - iii.) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of sub-paragraphs (a) and (b), above

and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.

- d. All employers, including Contractor, that employ subject workers who work under this contract in the State of Arizona shall comply with "SECTION C - EXHIBIT 2 - LAKE HAVASU CITY SERVICES CONTRACT" and provide the required Workers' Compensation coverage, unless such employers are exempt under "SECTION C - EXHIBIT 5 - LAKE HAVASU CITY SERVICES CONTRACT." Contractor shall ensure that each of its Subcontractors complies with these requirements.
- e. As a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.
- f. City's Representative may, upon request and at their discretion, furnish to any Subcontractor, supplier or Sub-Subcontractor, if practical, information regarding percentages of completion certified and approved to Contractor on account of Work done by that Subcontractor.
- g. Neither Owner nor City Representative shall have any obligation to directly pay or see to payments of, any money to Subcontractors.
- h. City Representative's recommendation of final payment will constitute additional representation by City Representative to Owner that conditions precedent to Contractor's being entitled to final payment as set forth in sub-paragraph 9 below have been fulfilled.
- i. City Representative may refuse to recommend whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to Owner. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in City Representative's opinion to protect Owner from loss because:
  - i.) Work is defective, or completed Work has been damaged requiring correction or replacement,
  - ii.) Written claims have been made against Owner or Liens have been filed in connection with Work,
  - iii.) Contract Price has been reduced because of Modifications,
  - iv.) Owner has been required to correct defective Work or complete work in accordance with Sub-section paragraph "I. Warranty and Guarantee - Tests and Inspections; Correction, Removal or Acceptance of Defective Work," sub-paragraph "9. Owner May Correct Defective Work."

- v.) Of Contractor's unsatisfactory prosecution of Work in accordance with Contract Documents, or
- vi.) Contractor's failure to make payment to Subcontractors, or for labor, materials or equipment.

6. Substantial Completion:

- a. When Contractor considers entire Work ready for its intended use Contractor shall, in writing to City's Representative, certify that entire Work is substantially complete and request that City Representative issue certificate of Substantial Completion.
  - b. Within reasonable time thereafter, Owner, Contractor, City Representative and other City Representatives shall make inspection of Work to determine status of completion.
    - i.) If City Representative does not consider Work substantially complete, City Representative will notify Contractor in writing giving his reasons therefore.
    - ii.) If City Representative considers Work substantially complete, City Representative will prepare and deliver to Owner tentative certificate of Substantial Completion which shall fix date of Substantial Completion.
  - c. There shall be attached to certificate tentative list of items to be completed or corrected before final payment.
  - d. Owner shall have seven (7) days after receipt of tentative certificate during which Owner may make written objection to City Representative as to any provisions of certificate or attached list.
    - i.) If, after consideration of Owner's objections, City Representative concludes that Work is not substantially complete, City Representative will within fourteen (14) days after submission of tentative certificate to Owner notify Contractor in writing, stating his reason(s) therefore.
    - ii.) If, after consideration of Owner's objections, City Representative concludes that Work is substantially complete, City Representative will within said fourteen (14) days execute and deliver to Owner and Contractor definitive certificate of Substantial Completion (with revised tentative list of items to be completed or corrected) reflecting such changes from tentative certificate as City Representative believes justified after consideration of any objections from Owner.
  - e. Owner shall have right to exclude Contractor from Work after date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on tentative list.
7. Use by Owner of completed portions of Work may be accomplished prior to Substantial Completion of all Work subject to following:
- a. Owner at any time may request Contractor in writing to permit Owner to use any part of Work which Owner believes to be substantially complete and which may be so used without significant interference with construction of other parts of Work. If Contractor



agrees, Contractor will certify to Owner and City Representative that said part of Work is substantially complete and request City Representative to issue certificate of Substantial Completion for that part of Work. Within reasonable time (fourteen (14) days) thereafter City Representative and Contractor shall make inspection of that part of work to determine its status of completion. If City Representative does not consider that part of Work to be substantially complete, City Representative will notify Owner and Contractor in writing giving his reasons therefore. If City Representative considers that part of Work to be substantially complete, City Representative will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment. Owner shall have the right to exclude Contractor from any part of Work which City Representative has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on tentative list.

- b. In lieu of issuance of certificate of Substantial Completion as to part of Work, Owner may take over operation of facility constituting part of Work whether or not it is substantially complete if such facility is functionally and separately useable; provided that prior to any such takeover, Owner and Contractor have agreed as to division of responsibilities between Owner and Contractor for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.
- c. No occupancy of part of Work or taking over of operations of facility will be accomplished prior to compliance with requirements of Article 5 with respect to property insurance.

8. Final Inspection:

- a. Upon written notice from Contractor that Work is complete, City Representative / Owner will make final inspection within seven (7) days and will notify Contractor in writing of all particulars in which this inspection reveals that Work is incomplete or defective. If all construction provided for and contemplated by the contract is found completed to his satisfaction that inspection shall constitute the final inspection and the Owner will make the final acceptance and issue a 'Notice of Completion' to the Contractor.
- b. If, however, the inspection discloses any Work, in whole or in part, as being deficient, the Owner will give the Contractor the necessary written instructions for correction of same, and the Contractor shall immediately comply with and execute such instructions. Upon correction of the Work, another inspection will be made which shall constitute the final inspection provided the Work has been satisfactorily completed. In such event, the Owner will make the final acceptance and issue a written 'Notice of Completion' to the Contractor.

9. Final Application for Payment:

- a. After Contractor has completed all such corrections to satisfaction of City Representative and Owner and has delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by Contract Documents and after City Representative and Owner have indicated that the Work is acceptable, Contractor may make application for final payment following the procedure for progress payments.

- b. Final Application for Payment shall be accompanied by all documentation called for in Contract Documents and such other data and schedules as City Representative may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; affidavit of Contractor that releases and receipts include all labor, services, material and equipment for which Lien could have been filed, and that all payrolls, material and equipment bills, and other indebtedness connected with Work for which Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of Surety, if any, to final payment.
- c. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish release or receipt in full, Contractor may furnish Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
- d. Sixty days after the issuing of the Notice of Completion, and upon receipt of the necessary **Unconditional lien releases** executed by all persons, firms and corporations who have furnished labor services or materials incorporated into the Work evidencing that all liabilities have been fully discharged, the Owner will pay to the Contractor the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All previous prior partial estimates and payments shall be subject to correction in the final estimate and payment.

10. Final Payment and Acceptance:

- a. If City Representative is satisfied that Work has been completed and Contractor has fulfilled all of his obligations under Contract Documents, City Representative will, within ten (10) days after receipt of final Application for Payment, indicate in writing his recommendation of payment and present Application to Owner for payment. Thereupon, City Representative will give written notice to Owner and Contractor that the Work is acceptable. Otherwise, City Representative will return the Application to Contractor, indicating in writing reasons for refusing to recommend final payment, in which case Contractor shall make necessary corrections and resubmit Application. If Application and accompanying documentation are appropriate as to form and substance, Owner shall pay Contractor the amount recommended by City Representative.
- b. If, through no fault of Contractor, final completion of Work is significantly delayed thereof and if City Representative so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of City Representative, and without terminating Agreement, make payment of balance due for that portion of Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in "SECTION C - EXHIBIT 7, LAKE HAVASU CITY SERVICES CONTRACT" and "SECTION C - EXHIBIT 8, LAKE HAVASU CITY SERVICES CONTRACT", written consent of the Surety to payment of the balance due for that portion of Work fully completed and accepted shall be submitted by Contractor to the City Representative with Application for such payment.

Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

11. Contractor's Continuing Obligation:

- a. Contractor's obligation to perform and complete Work in accordance with Contract Documents shall be absolute.
- b. Neither recommendation of any progress or final payment by City Representative, nor issuance of certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor issuance of notice of acceptability by City Representative, nor any correction of defective Work by Owner shall constitute acceptance of Work not in accordance with Contract Documents or release of Contractor's obligation to perform Work in accordance with Contract Documents.

12. Waiver of Claims: Making and acceptance of final payment shall constitute:

- a. Waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with Contract Documents or terms of any special guarantees specified therein; however, it shall not constitute waiver by Owner of any rights in respect of Contractor's continuing obligations under Contract Documents; and
- b. Waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

K. Suspension Of Work And Termination:

1. Owner May Suspend Work:

- a. Owner may, at any time and without cause, suspend Work or any portion thereof for period of not more than ninety days by notice in writing to Contractor and City Representative which shall fix date on which Work shall be resumed.
- b. Contractor shall resume Work on date so fixed. Contractor will be allowed increase in Contract Price or extension of Contract Time, or both, directly attributable to any suspension if he makes claim therefore as provided in Sub-section paragraphs "G - Change of Contract Price" and "H - Change in Contract Time."

2. Owner May Terminate: Upon occurrence of any one or more of following events:

- a. If Contractor is adjudged bankrupt or insolvent,
- b. If Contractor makes general assignment for benefit of creditors,
- c. If trustee or receiver is appointed for Contractor or for any of Contractor's property,
- d. If Contractor files petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws,

- e. If Contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
  - f. If Contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
  - g. If Contractor disregards laws, licenses, ordinances, codes, rules, regulations or orders of any public body having jurisdiction,
  - h. If Contractor otherwise violates in any substantial way any provisions of Contract Documents.
3. Termination by Owner:
- a. Owner may, after giving Contractor and Contractor's Surety seven (7) days written notice, terminate services of Contractor, exclude Contractor from Site and take possession of Work and of all Contractor's tools, appliances, construction equipment and machinery at site and use same to full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in Work all materials and equipment stored at site or for which Owner has paid Contractor but which are stored elsewhere, and finish Work as Owner may deem expedient.
  - b. In such case Contractor shall not be entitled to receive any further payment until Work is finished. If unpaid balance of Contract Price exceeds direct and indirect costs of completing work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay difference to Owner. Such costs incurred by Owner shall be verified by City Representative and incorporated in Change Order, but in finishing Work Owner shall not be required to obtain lowest figure for Work performed.
4. Where Contractor's services have been so terminated by Owner, termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of monies due Contractor by Owner will not release Contractor from liability.
5. Upon seven (7) days written notice to Contractor and City Representative, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.
6. Contractor May Stop Work or Terminate:
- a. If, through no act or fault of Contractor, Work is suspended for period of more than ninety (90) days by Owner or under order of court or other public authority, or City Representative fails to act on any Application for Payment within thirty days after it is submitted, then Contractor may, upon seven (7) days written notice to City Representative, terminate this Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses.

- b. In addition and in lieu of terminating Agreement, if City Representative or Owner has failed to act on Application for Payment as aforesaid, Contractor may upon seven (7) days notice to Owner and City Representative stop Work until payment of all amounts then due.
- c. Provisions of this sub-paragraph shall not relieve Contractor of obligations under Sub-section paragraph 'B. CONTRACTOR'S RESPONSIBILITIES, sub-paragraph 2. Labor, Materials and Equipment' to carry on Work in accordance with progress schedule and without delay during disputes and disagreements with Owner.

L. Arbitration:

- 1. All Claims, disputes and other matters in question arising out of this Contract Work, or breach thereof, except claims which have been waived by making of or acceptance of Final Payment, shall be decided by arbitration in accordance with Construction Arbitration Rules of the American Arbitration Association unless parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable. Award rendered by arbitration shall be final, and judgment may be entered upon it in accordance with law in any court having jurisdiction in State of Arizona.
- 2. Notice of demand for arbitration shall be filed in writing with other party and copy shall be filed with the City Representative. Demand shall not be executed until:
  - a. Date of receipt of City Representative 's written decision or;
  - b. Ten (10) days after parties have presented evidence to City Representative, if City Representative provides no decision, unless other specific stipulations occur in Contract Documents. In no case will claim be filed or initiated, as above, after date when initiation of legal or equitable proceedings, based on such claim, dispute or other matter pertinent would be barred by applicable Arizona State Statute.
- 3. Existence of claim for arbitration will not be cause for cessation of Work by Contractor. Contractor shall continue to execute Work and maintain progress schedules during any arbitration proceedings, unless otherwise directed, or agreed by Contractor and Owner in writing.

M. Miscellaneous:

1. Giving Notice:

Whenever any provision of Contract Documents requires giving of written notice it shall be deemed to have been validly given if delivered in person to individual or to member of firm or to officer of corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to last business address known to giver of notice.

2. Computation of Time:

When any period of time is referred to in Contract Documents by days, it shall be computed to exclude first and include last day of such period. If last day of any such period falls on Saturday or Sunday or on day made Legal Holiday by law of applicable jurisdiction, such day shall be omitted from computation.

3. Timely Notification of Claims:

Should Owner or Contractor suffer injury or damage to his person or property because of any error, omission or act of other party or of any of other party's employees or agents or others for whose acts other party is legally liable, claim shall be made in writing to other party within reasonable time of first observance of such injury or damage.

4. Air, Water and Noise Pollution.

Contractor is instructed that Contractor and all subordinates and Subcontractors are required to comply with all applicable Arizona Statutes and regulations relating to air, water, and noise pollution.

## SECTION I - BIDDER SIGNATURE PAGE

ITB NO.: B10-0098

ITB TITLE: Transit Facility Office Furniture

By signature below, the Bidder certifies that the specifications, general provisions and the attached Contract Terms and Conditions have been carefully examined. If the bid is accepted, Bidder agrees to contract with Lake Havasu City to furnish the item(s) and/or services in the manner and time herein prescribed and according to all the requirements set forth.

The Bidder hereby certifies that Bidder:

- 1) Has not discriminated against disadvantaged, minority, or women small business enterprises in obtaining any required subcontracts in accordance with A.R.S.
- 2) Is a ☐ Preferred Resident Bidder as defined by A.R.S. § 34-241, if applicable.

A.R.S. § 34-241 states in awarding a public works contract for work to be paid for from public funds the bids submitted by resident contractors shall be deemed a better bid than the bid of a competing contractor who is not a resident and awarded the contract.

A 'Preferred Resident Bidder' means "a contractor licensed under A.R.S. Title 32, Chapter 1 or Chapter 10, who has satisfactorily performed prior public contracts, and who has paid real or personal property taxes assessed under A.R.S. Title 42 for at least two consecutive years in an amount of at least two hundred dollars per year immediately prior to submitting a bid on a plant and equipment such as may be used in the performance of the contract for which the bid is submitted, or on other real or personal property in the state equivalent in value to such plant or equipment, shall be deemed a better bid than the bid of a competing contractor, who has not paid such taxes, whenever the bid of the competing contractor is less than five percent lower." A.R.S. § 34-241.

- 3) Acknowledge receipt of Addendum(s). The modifications to the bid documents noted therein have been considered and all costs thereto are included in the bid sum.

Addendum #	_____	Dated	_____
Addendum #	_____	Dated	_____
Addendum #	_____	Dated	_____
Addendum #	_____	Dated	_____

- 4) Complete, sign and return the attached bid documentation:

Cover Title/Page

Section I - Bidder Signature Page

Section J – Bidding Sheets Price Schedule

Section K - Exceptions to the Specifications

Section L - References

5) The term "CONTRACT DOCUMENTS" includes, but may not be limited to, the documents incorporated into this **ITB No.: B10-0098, ITB TITLE: Transit Facility Office Furniture**, issued on September 30, 2010, as follows:

- |   |                                  |
|---|----------------------------------|
| A. Invitation To Bid                        | G. No Bid Notification           |
| B. Instructions To Bidders                  | H. Technical Specifications      |
| C. Contract Terms and Conditions            | I. Bidder Signature Page         |
| D. Employment Eligibility Verification Form | J. Bidding Sheets Price Schedule |
| E. Additional Terms and Conditions          | K. Exceptions to Specifications  |
| F. Insurance Requirements                   | L. References                    |

6) The Bidder may withdraw a bid at any time prior to the bid opening by providing written request to the Finance Director or designee. However, all bids shall be irrevocable for ninety (90) calendar days from the day of the bid opening.

7) Discount payment terms are \_\_\_\_\_% \_\_\_\_\_ days/net \_\_\_\_\_ days.

The Bidder agrees that pursuant to Section 34-253 of the Arizona Revised Statutes, the undersigned certifies that neither he/she nor anyone associated with vendor's company listed below has directly, or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this procurement. Further, vendor agrees to provide a notarized "NO COLLUSION AFFIDAVIT" if so required by the City, at a future date.

**NAME/TITLE**

**SIGNATURE**

**ARIZONA TAX ID:**

**FEDERAL TAX ID:**

**NAME OF FIRM:**

**ADDRESS:**

**PHONE:**

**FAX:**

**SEAL, IF BID BY CORPORATION:**

**FAILURE TO SIGN AND SUBMIT THIS FORM SHALL BE CAUSE FOR BID REJECTION**



**SECTION J - BIDDING SHEETS PRICE SCHEDULE**

ITB NO: B10-0098				ITB TITLE: TRANSIT FACILITY OFFICE FURNITURE			
Item	Mfg	Part Number	Part Description	Room No	Qty	Unit Price	Ext Price
1	HON	BLS02	Slab base	1	2	\$	\$
2	HON	LA48120G	120"L x 48"W racetrack shaped top	1	1	\$	\$
3	HON	11842	Credenza w/doors 72W 24D	1	1	\$	\$
4	HON	MAM1	Mid-back work chair	1	10	\$	\$
5	ALS	AKMK	Keyboard tray	2	1	\$	\$
6	ALS	861836	Tackboard 36W 18H	2	2	\$	\$
7	ALS	LKFE5SLV	Lock core kit	2	1	\$	\$
8	ALS	870830	tasklight	2	2	\$	\$
9	ALS	801550	Wall hanger kit	2	2	\$	\$
10	ALS	CBK29	Bridge kit	2	1	\$	\$
11	ALS	CEP2429F	End panel support 24D	2	2	\$	\$
12	ALS	CEP3029F	End panel support 30D	2	2	\$	\$
13	ALS	CS609	Full height modesty panel 60W	2	1	\$	\$
14	ALS	CS729	Full height modesty panel 72W	2	2	\$	\$
15	ALS	AFNLFTP-4218	Lateral file top 42W 18D	2	1	\$	\$
16	ALS	ELF842NB	Lateral file 42W	2	1	\$	\$
17	ALS	PF197-233B	Support ped B/B/F	2	1	\$	\$
18	ALS	PF198-202B	Support ped F/F	2	1	\$	\$
19	ALS	CE36FNN	Overhead storage cabinet 36W	2	2	\$	\$
20	ALS	832448A	24D 48W surface	2	1	\$	\$
21	ALS	832472A	24D 72W surface	2	1	\$	\$
22	ALS	833672BTA	Bow top surface 72W 36D	2	1	\$	\$
23	HON	IGCL	Guest chair	2	1	\$	\$
24	HON	IWM3	Mid-back work chair	2	1	\$	\$
25	ALS	AKMK	Keyboard tray	3	1	\$	\$
26	ALS	861830	Tackboard 30W 18H	3	1	\$	\$
27	ALS	861848	Tackboard 48W 18H	3	1	\$	\$
28	ALS	LKFE5SLV	Lock core kit	3	1	\$	\$
29	ALS	870842	tasklight	3	1	\$	\$
30	ALS	801550	Wall hanger kit	3	2	\$	\$
31	ALS	CEP2429F	End panel support 24D	3	1	\$	\$
32	ALS	CEP3029F	End panel support 30D	3	2	\$	\$
33	ALS	CRK29	Return kit	3	1	\$	\$
34	ALS	CS544	Modesty panel 54W	3	1	\$	\$
35	ALS	CS729	Modesty panel 72W	3	1	\$	\$
36	ALS	AFNLFTP-4218	Lateral file top 42W 18D	3	1	\$	\$
37	ALS	ELF842NB	Lateral file 42W	3	1	\$	\$
38	ALS	PF197-233B	Support ped B/B/F	3	1	\$	\$
39	ALS	PF198-202B	Support ped F/F	3	1	\$	\$
40	ALS	CE30FNN	Overhead storage cabinet 30W	3	1	\$	\$
41	ALS	CE48FNN	Overhead storage cabinet 48W	3	1	\$	\$
<b>Bid Sheet Subtotal Amount</b>							\$

**SECTION J - BIDDING SHEETS PRICE SCHEDULE**

ITB NO: B10-0098				ITB TITLE: TRANSIT FACILITY OFFICE FURNITURE			
Item	Mfg	Part Number	Part Description	Room No	Qty	Unit Price	Ext Price
42	ALS	832448A	24D 48W surface	3	1	\$	\$
43	ALS	833672BTA	Bow top surface 72W 36D	3	1	\$	\$
44	HON	IGCL	Guest chair	3	1	\$	\$
45	HON	IWM3	Mid-back work chair	3	1	\$	\$
46	ALS	AKMK	Keyboard tray	4	1	\$	\$
47	ALS	861860	Tackboard 60W 18H	4	1	\$	\$
48	ALS	LKFE6SLV	Lock core kit	4	1	\$	\$
49	ALS	870842	tasklight	4	1	\$	\$
50	ALS	801550	Wall hanger kit	4	1	\$	\$
51	ALS	CBK29	Bridge kit	4	1	\$	\$
52	ALS	CEP2429F	End panel support 24D	4	2	\$	\$
53	ALS	CEP3029F	End panel support 30D	4	2	\$	\$
54	ALS	ABX27FC	X base	4	1	\$	\$
55	ALS	ALA36RND	36" dia round top	4	1	\$	\$
56	ALS	CS609	Modesty panel 60W	4	1	\$	\$
57	ALS	CS729	Modesty panel 72W	4	2	\$	\$
58	ALS	PF197-233B	Support ped B/B/F	4	1	\$	\$
59	ALS	PF198-202B	Support ped F/F	4	1	\$	\$
60	ALS	ECF536NB	Combination file	4	2	\$	\$
61	ALS	CE60FNN	Overhead storage cabinet 60W	4	1	\$	\$
62	ALS	832448A	24D 48W surface	4	1	\$	\$
63	ALS	832472A	24D 72W surface	4	1	\$	\$
64	ALS	833672BTA	Bow top surface 72W 36D	4	1	\$	\$
65	HON	IGCL	Guest chair	4	6	\$	\$
66	HON	IWM3	Mid-back work chair	4	1	\$	\$
67	HON	4077	4070 series fan back guest chair	5	4	\$	\$
68	ALS	GSS1860C	Table 18D 60W 29H	5	4	\$	\$
69	ALS	861836	Tackboard 36W 18H	5	2	\$	\$
70	ALS	861860	Tackboard 60W 18H	6	1	\$	\$
71	ALS	LKFE2SLV	Lock core kit	6	1	\$	\$
72	ALS	LKFE4SLV	Lock core kit	6	1	\$	\$
73	ALS	LKFE4SLV	Lock core kit	6	1	\$	\$
74	ALS	870824	tasklight	6	2	\$	\$
75	ALS	870842	tasklight	6	1	\$	\$
76	ALS	801550	Wall hanger kit	6	3	\$	\$
77	ALS	CDG	Gussets	6	5	\$	\$
78	ALS	CDL29	Corner desk leg	6	1	\$	\$
79	ALS	CEP2429F	End panel support 24D	6	2	\$	\$
80	ALS	CSL2429F	Support leg 24D	6	4	\$	\$
81	ALS	ECF536NB	Combination file	6	1	\$	\$
82	ALS	ELF830NB	Lateral file 30W	6	2	\$	\$
<b>Bid Sheet Subtotal Amount</b>						\$	\$

**SECTION J - BIDDING SHEETS PRICE SCHEDULE**

ITB NO: B10-0098				ITB TITLE: TRANSIT FACILITY OFFICE FURNITURE			
Item	Mfg	Part Number	Part Description	Room No	Qty	Unit Price	Ext Price
83	ALS	PM137-203B	Mobile ped B/B/F	6	2	\$	\$
84	ALS	CE36FNN	Overhead storage cabinet 36W	6	2	\$	\$
85	ALS	CE60FNN	Overhead storage cabinet 60W	6	1	\$	\$
86	ALS	832460A	24D 60W surface	6	1	\$	\$
87	ALS	832472A	24D 72W surface	6	2	\$	\$
88	ALS	832624A	24D 36W corner surface	6	1	\$	\$
89	ALS	834824AA	135 degree trapezoid surface	6	1	\$	\$
90	HON	IGCL	Guest chair	6	1	\$	\$
91	HON	IWM3	Mid-back work chair	6	2	\$	\$
92	HON	2143	Straight table for 2111	7	1	\$	\$
93	HON	2111	Guest chair	7	2	\$	\$
94	ALS	AKMK	Keyboard tray	8	1	\$	\$
95	ALS	861830	Tackboard 30W 18H	8	1	\$	\$
96	ALS	861848	Tackboard 48W 18H	8	1	\$	\$
97	ALS	LKFE5SLV	Lock core kit	8	1	\$	\$
98	ALS	870842	tasklight	8	1	\$	\$
99	ALS	801550	Wall hanger kit	8	2	\$	\$
100	ALS	CEP2429F	End panel support 24D	8	1	\$	\$
101	ALS	CEP3029F	End panel support 30D	8	2	\$	\$
102	ALS	CRK29	Return kit	8	1	\$	\$
103	ALS	CS544	Modesty panel 54W	8	1	\$	\$
104	ALS	CS729	Modesty panel 72W	8	1	\$	\$
105	ALS	AFNLFTP-4218	Lateral file top 42W 18D	8	1	\$	\$
106	ALS	ELF842NB	Lateral file 42W	8	1	\$	\$
107	ALS	PF197-233B	Support ped B/B/F	8	1	\$	\$
108	ALS	PF198-202B	Support ped F/F	8	1	\$	\$
109	ALS	CE30FNN	Overhead storage cabinet 30W	8	1	\$	\$
110	ALS	CE48FNN	Overhead storage cabinet 48W	8	1	\$	\$
111	ALS	832448A	24D 48W surface	8	1	\$	\$
112	ALS	833672BTA	Bow top surface 72W 36D	8	1	\$	\$
113	HON	IGCL	Guest chair	8	1	\$	\$
114	HON	IWM3	Mid-back work chair	8	1	\$	\$
115	ALS	AKMK	Keyboard tray	9	1	\$	\$
116	ALS	861830	Tackboard 30W 18H	9	1	\$	\$
117	ALS	861848	Tackboard 48W 18H	9	1	\$	\$
118	ALS	LKFE5SLV	Lock core kit	9	1	\$	\$
119	ALS	870842	tasklight	9	1	\$	\$
120	ALS	801550	Wall hanger kit	9	2	\$	\$
121	ALS	CEP2429F	End panel support 24D	9	1	\$	\$
122	ALS	CEP3029F	End panel support 30D	9	2	\$	\$
123	ALS	CRK29	Return kit	9	1	\$	\$
<b>Bid Sheet Subtotal Amount</b>							<b>\$</b>

**SECTION J - BIDDING SHEETS PRICE SCHEDULE**

ITB NO: B10-0098				ITB TITLE: TRANSIT FACILITY OFFICE FURNITURE			
Item	Mfg	Part Number	Part Description	Room No	Qty	Unit Price	Ext Price
124	ALS	CS544	Modesty panel 54W	9	1	\$	\$
125	ALS	CS729	Modesty panel 72W	9	1	\$	\$
126	ALS	AFNLFTP-4218	Lateral file top 42W 18D	9	1	\$	\$
127	ALS	ELF842NB	Lateral file 42W	9	1	\$	\$
128	ALS	PF197-233B	Support ped B/B/F	9	1	\$	\$
129	ALS	PF198-202B	Support ped F/F	9	1	\$	\$
130	ALS	CE30FNN	Overhead storage cabinet 30W	9	1	\$	\$
131	ALS	CE48FNN	Overhead storage cabinet 48W	9	1	\$	\$
132	ALS	832448A	24D 48W surface	9	1	\$	\$
133	ALS	833672BTA	Bow top surface 72W 36D	9	1	\$	\$
134	HON	IGCL	Guest chair	9	1	\$	\$
135	HON	IWM3	Mid-back work chair	9	1	\$	\$
136	HON	4077	4070 series fan back guest chair	10	11	\$	\$
137	ALS	GSN1860C	Nesting table 18D 60W 29H	10	11	\$	\$
138	HON	4077	4070 series fan back guest chair	11	1	\$	\$
139	ALS	GSS2472C	Standard table 24D 72W 29H w/casters	11	1	\$	\$
140	ALS	EBC536	Bookcase	12	7	\$	\$
141	ALS	AFNLFTP-4218	Lateral file top 42W 18D		2	\$	\$
142	ALS	ELF842NB	Lateral file 42W		2	\$	\$
143	ALS	LKFE2SLV	Lock core kit		1	\$	\$
<b>Bid Sheet Subtotal Amount</b>							\$
<b>Total Bidding Sheets Subtotal Amount</b>							\$
<b>Delivery &amp; installation</b>							\$
<b>Provide applicable Arizona sales tax amount</b> ____ % (percentage) (Business located outside the State of Arizona shall apply sales tax rate of 8.85%)							\$
<b>ITB Grand Total Amount</b>							\$

**SECTION K - EXCEPTIONS TO SPECIFICATIONS**

**ITB NO.: B10-0098**

**ITB TITLE: Transit Facility Office Furniture**

Please list all deviations from specifications contained herein and state in the space provided below. Please note item number and description for which you are listing the deviations. Unless an exception is noted below, the City shall assume that all minimum requirements have been met or exceeded.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**VENDOR'S NAME:** \_\_\_\_\_

**FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION**

## SECTION L - REFERENCES

**ITB NO.: B10-0098**

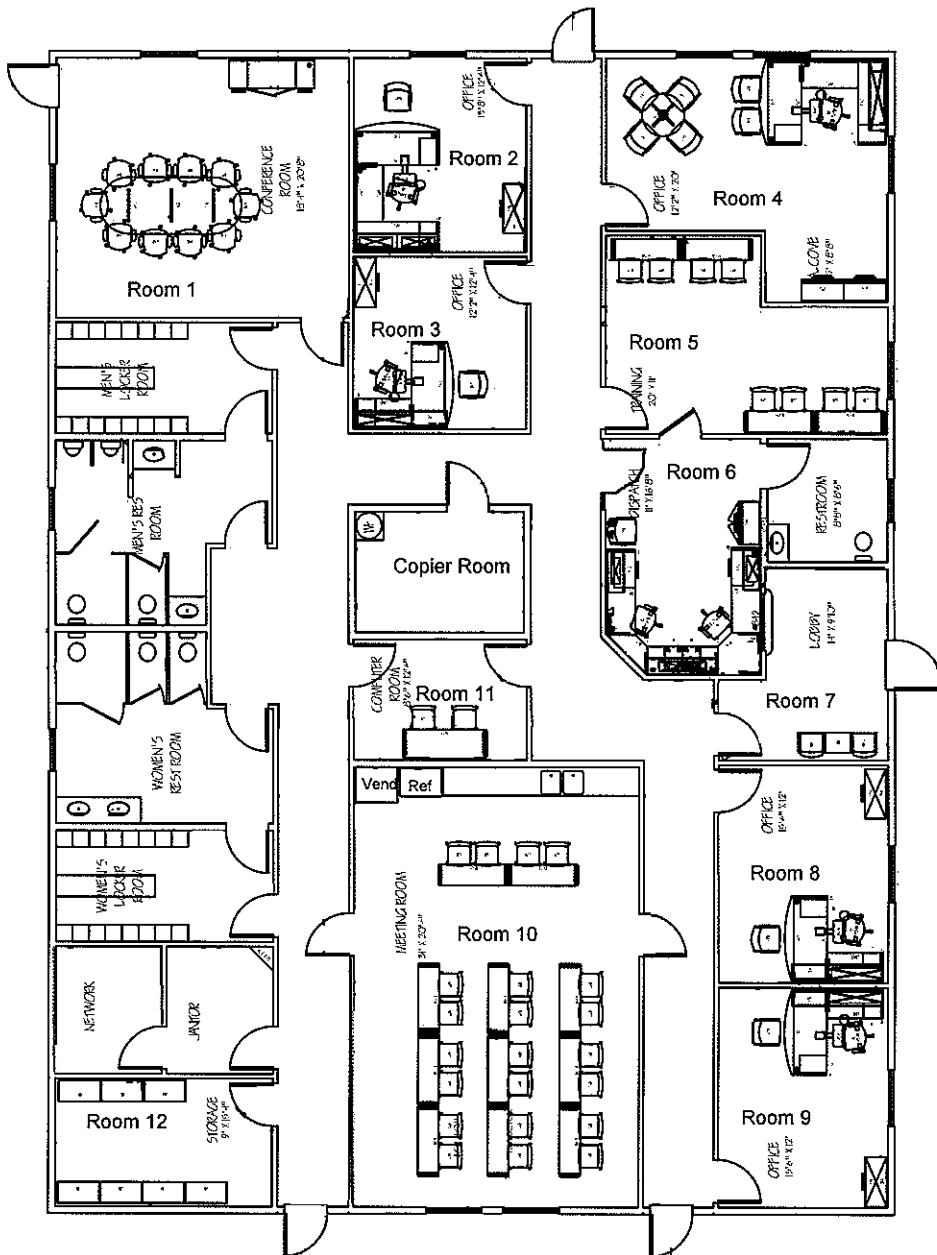
**ITB TITLE: Transit Facility Office Furniture**

1. Agency/Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_
2. Agency/Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_
3. Agency/Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_
4. Agency/Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_
5. Agency/Company \_\_\_\_\_  
Address \_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Contact Person \_\_\_\_\_

The references indicated above will be current contacts responsible for purchasing or the end user of the item bid.

**VENDOR'S NAME:** \_\_\_\_\_

**FAILURE TO SUBMIT THIS FORM MAY BE CAUSE FOR BID REJECTION**



Transit Division Facility Room Layout  
Attachment A